

FEDERAL REGISTER

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1934

VOLUME 9 NUMBER 245

Washington, Friday, December 8, 1944

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter II—War Food Administration (Commodity Credit)

[Supp. Announcement 2]

PART 295—DISPOSAL OF SURPLUS AGRICULTURAL COMMODITIES FOR EXPORT

SUPPLEMENTAL ANNOUNCEMENT TO TERMS AND CONDITIONS OF COTTON SALES FOR EXPORT PROGRAM

The terms and conditions of Cotton Sales for Export Program (1944 CCC Cotton Export Form 1) is hereby amended in the following respects:

A. Paragraph 5 is amended by the addition of the following sentence to paragraph (c) (i) thereof: "If the cotton is located in New England, the base price shall be increased by 30 points."

B. Paragraph 5 is amended by addition of the following paragraph (c) (iii):

(iii) *Compression differentials.* If the cotton is uncompressed and delivered outside of the "zoned area" specified under the Corporation's 1944 Cotton Loan Program, the base price (after adjustment for location and quality) shall be reduced by 15 points.

If the cotton is compressed to high density, the base price (after adjustment for location and quality) shall be reduced by 20 points.

C. Paragraph 8 is amended by the addition of the following subparagraph (f):

(f) Within 90 days after the date on which the Corporation receives notice of the export sale, the exporter must have submitted against such export sale a purchase request covering such cotton or a purchase order covering an equal quantity of cotton. Purchase requests shall be submitted to the New Orleans Regional Office of the Corporation and shall be in the form prescribed by the Corporation. Purchase requests may be sent by mail or telegraph, but all purchase requests sent by telegraph shall be confirmed by mail on the same day in the prescribed form.

D. Paragraph 10 is amended by inserting the words "a certified copy of" after the word "furnish" in subparagraph (b) thereof.

E. Paragraph 10 is amended by addition of the following subparagraph (f):

(f) If cotton is loaded on board a vessel for shipment to an approved country and is damaged or destroyed while on board such vessel, the cotton shall be regarded as having been exported for the purposes of this program.

F. Paragraph 18 is amended by substituting the date "November 11, 1944" for the phrase "the date of this announcement."

G. The amendment made by the Regional Director's letter dated November 15, 1944, is hereby cancelled and superseded.

Dated this 6th day of December 1944.

[SEAL] COMMODITY CREDIT CORPORATION,
By J. B. HURSON,
President.

Attest:

ZELMA DAVIS,
Assistant Secretary.

[F. R. Doc. 44-18531; Filed, Dec. 6, 1944;
3:28 p. m.]

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[WFO 75-1, Amdt. 5]

PART 1410—LIVESTOCK AND MEATS

CONVERSION WEIGHT FACTORS

War Food Order No. 75-1, as amended (8 F.R. 11327, 9 F.R. 4319, 5833, 8174, 8315), is further amended by adding, to the table set forth under the title "Beef" in paragraph (p) (2), the following:

Boneless beef derived from cutter and canner grade steers, heifers, and cows (grade D beef)..... 1.45

This amendment shall become effective at 12:01 a. m., e. w. t., December 6,

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per unit. The following are now available:

- Book 1: Titles 1-3 (Presidential documents) with tables and index.
- Book 2: Titles 4-9, with index.
- Book 3: Titles 10-17, with index.
- Book 4: Titles 18-25, with index.
- Book 5, Part 1: Title 26, Parts 2-178.
- Book 5, Part 2: Title 26, completed; Title 27; with index.
- Book 6: Titles 28-32, with index.
- Book 7: Titles 33-45, with index.
- Book 8: Title 46, with index.
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1944. With respect to violations, rights accrued, liabilities incurred, or appeals taken, prior to said date, under War Food Order No. 75-1, as amended, all provisions of said order shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal. (E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO No. 75, 8 F.R. 11119, 9 F.R. 4319)

Issued this 5th day of December 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44-18520; Filed, Dec. 6, 1944; 12:09 p. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Civil Air Regs., Amdt. 60-2]

PART 60—AIR TRAFFIC RULES

TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

Adopted by the Civil Aeronautics Board at its office in Washington, D. C., on the 4th day of December 1944.

Effective December 4, 1944, § 60.973 of the Civil Air Regulations is amended to read as follows:

§ 60.973 *Acceptable explosives and other dangerous articles.* Civil aircraft may be operated in flight carrying acceptable explosives and other dangerous articles as follows:

(a) "Acceptable explosives" designated in Part 5, section 654, of the Interstate Commerce Commission regulations;

(b) "Acceptable articles" designated in Part 6, section 703, of the Interstate Commerce Commission regulations;

(c) Samples of lacquers, paints, and varnishes having a flash point between 20° and 80° Fahrenheit, in quantities not exceeding one pint, when packed in friction-top cans, the tops to be soldered or fastened by indentations in not less than six places, cans to be surrounded with sawdust or other material in sufficient quantity to absorb all of the liquid, and packed in substantial fibre boxes;

(d) Inflammable motion picture film when packed in accordance with the Interstate Commerce Commission regulations, as amended to December 1, 1944.

(52 Stat. 984, 1007; 48 U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL]

FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-18544; Filed, Dec. 7, 1944; 10:55 a. m.]

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 802—RULES OF PROCEDURE

RULINGS BY NATIONAL WAGE STABILIZATION DIRECTOR

Section 802.50 (b) (9 F. R. 9778) has been amended to read as follows:

§ 802.50 *Rulings by National Wage Stabilization Director.* * * *

(b) If the National Wage Stabilization Director disapproves the application, or approves a lesser increase than requested, the applicant or applicants may, within fourteen days after the date of the mailing of the ruling, file with the National War Labor Board a petition for review on the merits by that Board of the ruling of the National Wage Stabilization Director. Such petition, if filed, shall be in writing and shall be accomplished by three copies, and additional copies shall be served upon the other parties to the application, if any, who

have not joined in the petition. The National Wage Stabilization Director may review the petition before it is acted upon by the National War Labor Board, and, on the basis of the facts set forth therein, may reverse or modify his ruling and issue a new ruling on the application. If such new ruling is issued, the applicants shall have the same right to appeal as from the original ruling, as provided herein. If the National Wage Stabilization Director does not reverse or modify his ruling, the National War Labor Board shall rule upon the application on the basis of the entire record of the case and such other information as may be available to it.

(E.O. 9250, 7 F.R. 7871; as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4681; Act of Oct. 2, 1942, C 573, 56 Stat. 765, Pub. Law 729, 77th Cong.)

Adopted December 4, 1944.

THEODORE W. KHEEL,
Executive Director.

[F. R. Doc. 44-18537; Filed, Dec. 7, 1944;
9:42 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-665]

STUART BIBLE CO.

N. J. Heldman and S. W. Levinson, doing business as Stuart Bible Company located in the Walsh Building at Third and Vine Streets, Cincinnati, Ohio, are engaged in assembling and selling of bibles with steel covers. Between June 12, 1943 and August 3, 1944, the Stuart Bible Company put into process at least 30,996 pounds of prime grade steel in the manufacture and assembling of Class A Products consisting of steel bible covers without authorization from the War Production Board, in violation of Limitation Order L-136. In addition, during this period the Stuart Bible Company applied preference ratings of AA-5, specifically assigned for the purchase of "carbon steel rejects, seconds and scrap ends, 0.050, 20.035 gauge," to purchase orders for prime grade steel without authorization from the War Production Board and in violation of Priorities Regulation No. 3. N. J. Heldman and S. W. Levinson were aware of the provisions of Limitation Order L-136 and Priorities Regulation No. 3, and their actions constituted grossly negligent violations of these orders. These violations have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.665 *Suspension Order No. S-665.* (a) For a period of two months from the effective date of this order, deliveries of material to N. J. Heldman and S. W. Levinson doing business as Stuart Bible Company, or under whatever name they may together or severally operate, their successors and assigns, shall not be accorded priority over deliveries under any other contract or order and no preference rating shall be assigned, applied or extended to such deliveries by means of preference ratings, certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) For a period of two months from the effective date of this order, no allocation or allotment of any material or product, the supply or distribution of which is controlled by any order or regulation of the War Production Board, shall be made to N. J. Heldman and S. W. Levinson, doing business as Stuart Bible Company, or under whatever name they may together or severally operate, or their successors or assigns, nor shall they use any CMP allotment symbol or the certification provided for in paragraph (d) (4) (iii) of CMP regulation 4 to obtain such material or product.

(c) Nothing contained in this order shall be deemed to relieve N. J. Heldman and S. W. Levinson, doing business as Stuart Bible Company or under whatever name they may together or severally operate, their successors or assigns, from any restriction, prohibition or provision contained in any other or any regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on December 6, 1944.

Issued this 29th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHILLAN,
Recording Secretary.

[F. R. Doc. 44-18533; Filed, Dec. 6, 1944,
4:21 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-666]

REMILIN BUILDERS

Willis Remlin, Vincent Remlin and Charles Remlin, doing business as Remlin Builders on Imperial Avenue, Saugatuck, Connecticut, are engaged in the contracting business. Between July, 1943 and November, 1943, Remlin Builders participated in three construction projects in Westport, Connecticut and one construction project in Saugatuck, Connecticut in violation of Conservation Order L-41, and unlawfully applied a preference rating to procure lumber for some of the prohibited construction. Charles Remlin was familiar with Order L-41 and these violations were wilful; they have resulted in the diversion of critical material to uses not authorized by the War Production Board and have

hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.666 *Suspension Order No. S-666.* (a) Willis Remlin, Vincent Remlin and Charles Remlin, doing business as Remlin Builders or under whatever name they may together or severally operate, shall not for two months from the effective date of this order apply or extend any preference ratings or use any CMP allotment symbols, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended or on which CMP allotment symbols are used.

(b) The restrictions and prohibitions contained herein shall apply to Willis Remlin, Vincent Remlin and Charles Remlin, their successors or assigns or persons acting on their behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(c) Nothing contained in this order shall be deemed to relieve Willis Remlin, Vincent Remlin and Charles Remlin, doing business as Remlin Builders, their successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on December 6, 1944.

Issued this 29th day of November 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHILLAN,
Recording Secretary.

[F. R. Doc. 44-18534; Filed, Dec. 6, 1944;
4:21 p. m.]

Chapter XI—Office of Price Administration

PART 1400—TEXTILE FABRICS: COTTON, WOOL, SILK, SYNTHETICS AND MIXTURES

[CPR 113, Amdt. 23]

COTTON PRODUCTS

A statement of the considerations involved in the issuance of this Amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Maximum Price Regulation No. 113 is amended in the following respects:

1. Section 1400.113 (d) (3) is amended as follows:

a. In paragraph (ii) the figure 35 is changed to 31½.

b. In paragraph (iii) (b) the figure 19¾ is changed to 20½.

c. In paragraph (iv) (b) the figure 20¾ is changed to 22.

d. In paragraph (v) (b) the figure 33 is changed to 23¾.

e. In paragraph (vii) (b) the figure 39¾ is changed to 42½.

f. In paragraph (vii) (c) the figure 30¾ is changed to 41¼.

* Copies may be obtained from the Office of Price Administration.

† 6 P.R. 12122.

g. In paragraph (viii) (b) the figure 44¼ is changed to 44¾.

h. In paragraph (ix) (b) the figure 50¼ is changed to 52½.

i. In paragraph (x) (b) the figure 37½ is changed to 38.

j. In paragraph (xi) (b) the figure 43 is changed to 44¾.

k. In paragraph (xii) (b) the figure 43 is changed to 45½.

2. In § 1400.188 (d) (16) (i) the figures 59½ and 53½ are changed to 62 and 56 respectively.

This amendment shall become effective December 6, 1944.

Issued this 6th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18536; Filed, Dec. 6, 1944;
4:25 p. m.]

PART 1432—RATIONING OF CONSUMERS' DURABLE GOODS

[RO 9A, Amdt. 9 to Supp. 1³]

STOVES

Supplement 1 to Ration Order 9A is amended in the following respects:

1. Table III in § 1432.69 (b) (1) (ii) is amended so that the figures in the column headed "Gas pct." under the three-column heading "Heating stoves of following types" and the figures in the column headed "Oil pct." under the three-column heading "Cooking stoves of following types" read as follows:

	Heating stoves of following types— (gas pct.)	Cooking stoves of following types— (oil pct.)
Region I:		
Hartford.....	300	200
Augusta.....	300	200
Boston.....	300	200
Concord.....	300	200
Providence.....	300	200
Montpelier.....	300	250
Region II:		
Wilmington.....	300	400
Washington, D. C.....	300	200
Baltimore.....	300	200
Camden.....	500	300
Newark.....	200	200
Trenton.....	300	200
Albany.....	300	200
Binghamton.....	300	200
Buttalo.....	300	200
New York City.....	300	200
Syracuse.....	300	200
Altoona.....	300	200
Elie.....	400	200
Harrisburg.....	300	200
Philadelphia.....	300	200
Pittsburgh.....	300	200
Seranton.....	300	200
Williamsport.....	500	200
Region III:		
Indianapolis.....	400	200
Lexington.....	600	300
Louisville.....	300	200
Detroit.....	200	200
Grand Rapids.....	400	300
Escanaba.....	300	200
Saginaw.....	300	200
Cincinnati.....	300	200
Cleveland.....	300	200
Columbus.....	400	200
Toledo.....	300	300
Charleston.....	300	200
Region IV:		
Birmingham.....	200	200
Montgomery.....	400	200

¹ 8 F.R. 11564.

² 8 F.R. 13204.

	Heating stoves of following types— (gas pct.)	Cooking stoves of following types— (oil pct.)
Region IV—Continued.		
Jacksonville.....	300	200
Atlanta.....	400	200
Savannah.....	400	500
Jackson.....	500	500
Charlotte.....	300	200
Raleigh.....	300	300
Columbia.....	400	200
Memphis.....	300	200
Nashville.....	300	200
Richmond.....	300	200
Roanoke.....	300	200
Region V:		
Little Rock.....	400	250
Wichita.....	400	200
New Orleans.....	300	200
Shreveport.....	400	250
Kansas City.....	300	200
St. Louis.....	300	300
Oklahoma City.....	400	200
Tulsa.....	600	250
Dallas.....	400	200
Fort Worth.....	500	200
Houston.....	400	200
Lubbock.....	600	200
San Antonio.....	500	250
Region VI:		
Chicago.....	300	200
Moline.....	300	200
Peoria.....	300	200
Springfield.....	400	300
Des Moines.....	400	200
Sioux City.....	600	250
Duluth.....	300	200
St. Paul.....	300	200
North Platte.....	1,000	200
Omaha.....	700	250
Fargo.....	400	200
Sioux Falls.....	400	200
Green Bay.....	300	200
La Crosse.....	300	200
Milwaukee.....	300	200
Region VII:		
Denver.....	300	200
Boise.....	200	350
Helena.....	500	200
Albuquerque.....	700	300
Salt Lake City.....	300	300
Cheyenne.....	800	300
Region VIII:		
Phoenix.....	300	400
Fresno.....	600	400
Los Angeles.....	300	200
Sacramento.....	500	200
San Diego.....	300	200
San Francisco.....	300	200
Refo.....	1,000	200
Portland.....	300	200
Seattle.....	400	200
Spokane.....	300	200

This amendment shall become effective on December 11, 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-18564; Filed, Dec. 7, 1944;
11:33 a. m.]

Chapter XV—Board of War Communications

[Rev. Order 8-C]

PART 1707—CLOSURE OF DOMESTIC RADIO- TELEGRAPH CIRCUITS

EXEMPTION OF GLOBE WIRELESS, LTD., FROM CLOSURE PROVISIONS

Whereas, pursuant to Order No. 8 (7 F.R. 4183) of the Board of War Communications, the Federal Communications Commission has recommended that certain circuits operated by Globe Wireless, Ltd., be exempted from the closure provisions of Order No. 8;

It is hereby ordered, That the point-to-point radiotelegraph circuits described below operated by Globe Wire-

less, Ltd., be and they are hereby exempted from the closure provisions of Order No. 8;

§ 1707.2 Exemptions. * * *

(e) *Globe Wireless, Ltd. circuits.* Between New York, N. Y., and San Francisco, Calif.

Provided, however, That the circuits designated in paragraph (e) shall be operated only for the domestic portion of the haul of messages of foreign origin or destination, or for the transmission of service messages under such regulations as the Director of Censorship may prescribe;

Provided, further, That all outbound foreign messages, and all service messages between domestic points, handled over the foregoing circuits shall be submitted to censorship at the first point of radio transmission within the United States, and all transit and inbound foreign messages handled over such circuits shall be submitted to censorship at the first point of radio reception within the United States.

Subject to such further order as the Board may deem appropriate.

BOARD OF WAR COMMUNICATIONS,
E. K. JETT, *Chairman.*

Attest: November 23, 1944.

HERBERT E. GASTON,
Secretary.

[F. R. Doc. 44-18545; Filed, Dec. 7, 1944;
11:01 a. m.]

Chapter XVIII—Office of Economic Stabilization

[Directive 24]

PART 4004—PRICE STABILIZATION; MAXI- MUM PRICES

FRESH FRUITS AND VEGETABLES

The War Food Administrator and the Price Administrator having submitted certain information and recommendations to me with reference to the establishment of maximum prices for fresh fruits and vegetables in 1945, it is hereby found necessary in order to effectuate the policy of Executive Orders 9250 and 9328 (3 CFR, Cum. Supp.) to promulgate this directive.

Accordingly, the Office of Price Administration and the War Food Administration are hereby authorized and directed to establish maximum prices on fresh fruits and vegetables for 1945 as follows:

1. Maximum prices shall be established for the shipper and the grower-shipper at the country shipping point. Wherever practicable, these prices shall be established by a basing point method which will result in uniform delivered prices at wholesale markets. Where the exclusive use of the basing point method is impracticable, the Office of Price Administration may use a combination of that method for a portion of the year and straight country shipping point price control plus actual transportation costs for the remainder of the year. Where neither of these methods is practicable, straight country shipping point price

control by area plus an allowance of actual transportation costs to the wholesale markets may be used as the basis for establishing grower-shipper ceilings.

2. Dollar and cent margins for shippers' sales agents, brokers, and others who perform the usual selling functions, shall be provided for explicitly. In the computation of grower-shipper maximum prices, these margins shall, wherever practicable, be added to rather than included in the maximum prices.

3. Wholesale maximum prices shall be established by adding an over-all markup and the cost of cartage to a base consisting of the cost of the commodity, either on a lot or an average cost basis, but in no event to exceed the supplier's ceiling price. This over-all markup shall be broken down to provide explicit margins for each of the various types of distributors. Margins shall be established on a percentage basis, but shall be limited by designated maximum dollar and cent allowances and shall permit designated minimum dollar and cent allowances.

4. Retail maximum prices shall be established by adding the retailer's markup to a base consisting of the cost of the commodity, either on a lot or on an average cost basis, but in no event to exceed the supplier's ceiling price. Margins shall be established on a percentage basis, but shall be limited by designated maximum dollar and cent allowances and shall permit designated minimum dollar and cent allowances. So far as practicable, periodic community ceilings of the "overriding" type, in preference to ceilings of the "replacement" type, shall be established.

The Office of Price Administration and the War Food Administration are hereby directed to execute the aforementioned provisions of this directive by promulgating appropriate regulations as soon as is practicable.

Effective date: December 6, 1944.

(E.O. 9250 and E.O. 9328)

Issued this 6th day of December 1944.

FRED M. VINSON,
Director.

[F. R. Doc. 44-18532; Filed, Dec. 8, 1944;
4:19 p. m.]

TITLE 46—SHIPPING

Chapter III—War Shipping Administration

[G. O. 11, Supp. 9]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERE TO

§ 302.57a. *Second disputes addendum.* Whenever appropriate and upon approval of the parties, there shall be executed and made a part of the requisition time charters entered into by the War Shipping Administration on the forms of charter prescribed in the War Shipping Administration Regulations hereinafter set forth in paragraph (a) below, the addendum set forth in paragraph

(b), to be known as the Second Disputes Addendum to cover adjustments of certain disputed questions.

(a) *Forms of time charter to which second disputes addendum is applicable.*

Section 302.50 *Uniform time charter for requisitioned and other dry cargo vessels.* (Form No. 101) 7 F.R. 3674 (General Order 11);

Sections 302.55 and 302.56 *Requisition time charter for tank vessels.* (Form No. 102) 7 F.R. 4583 (General Order 11, Supp. 1);

Section 302.49 *Special time charter for requisitioned dry cargo vessels.* (Form No. 101 Special) 9 F.R. 9550 (General Order 11, Supp. 5);

Section 302.54 *Special time charter for requisitioned tank vessels.* (Form No. 102 Special) 9 F.R. 9551 (General Order 11, Supp. 6); and

Such other time charters as the Administrator may determine.

(b) *Second disputes addendum.*

SECOND DISPUTES ADDENDUM

PART I

Addendum dated _____ day of _____, 194____, (hereinafter referred to as the "Second Disputes Addendum") to each of the requisition time charters set forth in Schedule A annexed (each of which is hereinafter called the Charter) between _____ owner and the United States of America, charterer.

Whereas, various disputes have arisen between the Owner and the Charterer with respect to the rights, duties and obligations of the parties under the Charters listed in Schedule A, and

Whereas, the parties have heretofore compromised certain of these disputes to the extent set forth in General Order 11, Supplement 2, 9 F.R. 2464 (as corrected in 9 F.R. 4103 and 6240), herein called the First Disputes Addendum, and

Whereas, the parties desire, pursuant to the statutes and laws of the United States, to compromise and adjust certain other such disputes to the extent set forth in this Part I, and in Part II for dry cargo vessels or in Part III for tank vessels, each of which Parts is hereinafter set forth, and

Whereas, the Administrator, War Shipping Administration, on behalf of the United States has found that such compromise and adjustment will be beneficial to the interest of the United States and will facilitate the prosecution of the war,

Now, therefore, the Owner and the Charterer agree as follows:

First: That each of the Charters listed in Schedule A is amended to the extent and in the manner set forth in this Part I and in Part II hereof for dry cargo vessels, and to the extent and in the manner set forth in this Part I and in Part III hereof for tank vessels, effective as of the date of each such charter to the time of termination thereof or to the time when the Addendum prescribed in General Order 11, Supps. 3, 4, 7 and 8 (as the case may be) becomes effective, whichever time first occurs, except where otherwise expressly stated in Parts II or III. Nothing contained in this Second Disputes Addendum shall amend or affect the provisions of the Addendum (Amended Time Charter) prescribed in said General Order 11, Supps. 3, 4, 7 and 8 inclusive, if any such Addendum (Amended Time Charter) has become effective as an addendum to the Charter, except as expressly stated in Section 1 (f) of the First Article of Part II, and in the First Article and Section 1 (f) of the Second Article of Part III.

Second: This Addendum consists of this Part I and Part II in the case of dry cargo vessels, and of this Part I and Part III in the

case of tank vessels, conforming to the Second Disputes Addendum, published in the *Federal Register* of December 8, 1944. The provisions of Part II in the case of dry cargo vessels and of Part III in the case of tank vessels shall be incorporated by reference in and need not be attached to Part I of this Addendum, and all of the provisions of Part II, in the case of dry cargo vessels, and Part III in the case of tank vessels, shall be part of this Addendum as though fully set forth in this Part I. In the event of conflict between the provisions of this Part I and those of Parts II or III, the provisions of this Part I shall govern to the extent of such conflict.

Third: Any other provisions of the Charter or any amendment thereto to the contrary notwithstanding, no hire or other moneys which the Charterer or the Owner is obliged to pay to the other under this Second Disputes Addendum shall become due and payable before the date of this Addendum, except that in the case of a vessel lost while under this Charter, the total loss valuation of the Vessel payable by the Charterer under this Charter or under insurance provided by the Charterer shall be due and payable 30 days after the time of loss.

Fourth: All requests for rate determination which may have been heretofore made by the Owner subsequent to March 1, 1944, under each charter set forth in Schedule A are hereby withdrawn unless otherwise agreed.

Special provisions:

In witness whereof, the owner has executed this Second Disputes Addendum in quadruplicate on the _____ day of _____, 194____, and the Charterer has executed this Second Disputes Addendum in quadruplicate on the _____ day of _____, 194____.

By: _____
UNITED STATES OF AMERICA,
By: E. S. LAMB, Administrator,
War Shipping Administration.
By: _____
For the Administrator

Attest:

or if not incorporated
in the presence of:

Witness

and

Witness

Approved as to form:

Assistant General Counsel

I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a party to this Second Disputes Addendum, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Addendum on behalf of said corporation was then the duly qualified _____ of said corporation, that said officer affixed his manual signature to said Addendum in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Addendum is within the scope of the corporate and lawful powers of this corporation.

Secretary

[CORPORATE SEAL]

SCHEDULE A

Name and address of owner _____
W. S. A. Contract No. _____
Names of vessels under charter _____
Dry Cargo Vessels _____
Tank Vessels _____

PART II—SECOND DISPUTES ADDENDUM (DRY CARGO)

ARTICLE FIRST. Paragraph J of Part I of the Charter is amended by adding the following special provisions:

1 (a) For the purposes of computing any appropriate adjustment or premium in the rate of hire and the war risk insurance valuation of the Vessel in accordance with the Charterer's General Order 8 (Rev.) and relevant supplements thereto (up to Supplement 7 inclusive), and with the Charterer's General Order 9, the speed of the Vessel shall, unless otherwise determined as provided in paragraphs 1 (b), 1 (c) or 1 (d) below, be determined in accordance with the method provided in § 302.44 of Supplement 2 to the Charterer's General Order 10 (9 F.R. 2241), or, if the Vessel was constructed after January 1, 1925, then in accordance with the method provided in Supplement 1 to said General Order 10 (7 F.R. 10299), and any such determination shall be final and conclusive on both parties, notwithstanding any provisions in said General Order 10 or Supplements thereto for subsequent modifications or supplements by the Administrator.

1 (b) In lieu of a speed determination in accordance with either of the methods stated in paragraph 1 (a), the Charterer shall, on application of the Owner made on or before March 1, 1945, request a deep-water trial pursuant to § 302.45 (a) of such Supplement 2. In such event, but not otherwise, the Charterer may within 90 days thereafter, also request such a deep-water trial for any or all the vessels of such Owner. The speed trials above provided for shall be held as soon as practicable after demand therefor, and in case of a trial or trials requested by the Charterer, the expense of trial, including charter hire during any loss of time involved, shall be borne by the Owner in respect of any vessel or vessels whose speed demonstrated on the trial is less than the speed determined in accordance with whichever of the methods stated in paragraph 1 (a) is applicable, and by the Charterer in respect of any vessel or vessels whose speed demonstrated on the trial equals or exceeds the speed so determined. The speed of the Vessel demonstrated on such trial whether greater or less than her speed otherwise determined or represented, shall be the final and conclusive determination of her speed for the purposes of adjustments or premiums in the hire and valuation under the aforesaid General Orders.

1 (c) Alternatively, the Owner may submit and the Administrator will consider the data referred to in § 302.45 (b) of said Supplement 2, and in such case the actual rate of speed determined by the Administrator on the basis of such data shall be accepted by both parties as the final determination of speed (unless the Owner shall thereafter apply for a deep water trial, as provided above): *Provided, however*, That speed determined in accordance with such data shall not for the purpose of determining war risk insurance valuation exceed the speed determined in accordance with Supplement 1 to General Order 10; nor for the purpose of determining rate of hire payable under the Charter, shall the speed so determined exceed the speed certified by the American Bureau of Shipping in accordance with General Order 10 in the form originally issued, or the speed otherwise heretofore approved by the Charterer under such General Order, whichever is higher, except in cases where the Charterer finds that the imposition of such General Order 10, or other approved limitation is inequitable to the Owner as regards hire and agrees to modify the same.

1 (d) Whenever the speed as determined pursuant to General Order 10 in its original form or by Supplement 1 thereto, exceeds the speed determined in Supplement 2 to General Order 10, the Owner may accept settle-

ment for the loss of the Vessel valued on the basis of speed determined in accordance with Supplement 2 (or Supplement 1 where applicable as provided in paragraph 1 (a)) and may recover, either administratively or judicially, the difference, if any, between the value so determined and the value on the basis of the speed certified by the American Bureau of Shipping in accordance with General Order 10 in its original form or the speed otherwise heretofore approved by the Charterer in accordance with such General Order or with Supplement 1 thereto, whichever is higher, if it is shown that the Vessel is reasonably entitled to a speed classification higher than that established by Supplement 2: *Provided, however*, That in no event shall such settlement and such additional recovery exceed just compensation for the Vessel as determined in accordance with the applicable laws and Constitution of the United States.

1 (e) If the rate of hire or war risk valuation of the Vessel, or both, provided in this Charter prior to the date of this Second Disputes Addendum, shall differ from the rate of hire or the valuation adjusted for speed determined in accordance with this Second Disputes Addendum, such prior provisions shall be deemed corrected accordingly and any difference between the amounts heretofore paid to the Owner and the amounts payable on the corrected basis shall be paid upon demand by the Owner to the Charterer or by the Charterer to the Owner, as the case may be: *Provided, however*, That if the war risk valuation so adjusted shall be less than the valuation provided in the Charter prior to the date of this Addendum, the Owner shall not be obliged to refund to the Charterer any part of the premiums paid on such higher valuation by the Owner to war risk underwriters and reimbursed by the Charterer to the Owner. Pending and subject to judicial determination of just compensation, the provisions of this Addendum shall not require any revision of payments heretofore made on account of hire or valuation where such hire or valuation is stated in this Charter to be "just compensation"; nor, in any such case, shall the determination of the Vessel's speed in accordance with General Order 10 or any supplement thereto prejudice the rights of either party in any judicial determination of "just compensation."

1 (f) The speed of the Vessel as determined in accordance with the provisions of this Second Disputes Addendum for the purpose of determining the rate of hire payable under the Charter, shall control, for the purpose of determining charter rates and values under any Addendum (Amended Time Charter) prescribed by General Order 11, Supplements 3 or 7 (as the case may be) which has or may become effective as an addendum to the Charter and any such rates or values previously agreed to shall be adjusted accordingly.

(2) If the Vessel sailed from a United States port prior to May 16th, 1942, on a round voyage to a foreign port or ports from which it did not return to a port of the United States until January 1, 1943, or later, the Vessel shall be deemed to have been trading indefinitely within the intent of Charterer's General Order 8, Supp. 4, except that in the cases of such vessels the rate applicable under General Order 8 (Revised) for sailings on or after May 16, 1942, shall be applied and paid commencing on September 15, 1942.

ARTICLE SECOND. Clause 3, Part II of the Charter is amended by adding the following paragraph:

No interest or other penalty shall become due or payable by the Charterer by reason of delay in payment of any charter hire or any other sums accruing under this Charter, or any insurance provided by the Charterer pursuant thereto, except that in the case of vessels lost while under charter, the Char-

terer shall pay interest at the rate of $\frac{1}{2}\%$ of 1% on the total loss valuation of the Vessel starting 90 days after the time of loss whether such Vessel was valued at a stated amount or pursuant to Section 802 of the Merchant Marine Act, 1936, as amended; *Provided, however*, That if the Owner demonstrates to the satisfaction of the Charterer (whose determination shall be final and conclusive) that he has suffered an actual greater loss by reason of such delay in payment of total loss valuation, the Charterer shall pay the amount of loss as determined by the Charterer but not in excess of $3\frac{1}{2}\%$ per annum from such date. The foregoing provision shall not apply in respect of hire or valuation which is stated in the Charter to be "just compensation" or in cases where payment has been or will be made under the Missing Vessel Agreement, or the Missing Vessel Supplemental Agreement, and such cases shall be subject to special agreement.

ARTICLE THIRD. Clause 4, Part II of the Charter is amended by striking out the last sentence in said clause and adding the following paragraphs:

The Owner shall credit the Charterer with any savings, as defined below, effected by the Owner during: (1) any loss of time to the Charterer referred to in subparagraphs (a) or (b) of this Clause 4, for which by reason of subparagraphs (i) or (ii) or other provisions of this Clause 4 full hire is payable; or (2) any period of time required to do work for the Charterer's account under Clause 11, excluding, however, any portion thereof during which full hire is not payable; or (3) any period of repairs for which full hire is payable under the provisions of the second sentence in Clause 3.

Savings, for the purposes of this Clause, shall mean savings effected by the Owner in respect of: wages of Master, officers or crew; subsistence, computed at the rate of \$1.25 per day per man; miscellaneous savings, which shall be allowed whether or not actually effected and shall be computed at the rate of \$15 per day; and returns, if any, of insurance premiums, (or in the case of self insurers, a comparable amount), except that if the premium returns cover a continuous period of lay up during only part of which full hire is payable, the Charterer shall be credited with such proportion of the returns as the period of full hire bears to the entire period of lay up; *Provided, however*, That from the total of the savings to be credited to the Charterer in accordance with the foregoing, the Owner shall be entitled to deduct any substituted or extra expenses incurred for any subsistence, lodging and other expenses of maintaining the Master, officers or crew ashore. For the purpose of computing savings and expenses, any period of twelve (12) consecutive hours or less shall be disregarded and any period exceeding twelve (12) consecutive hours but less than twenty-four (24) hours shall be counted as one day. Savings effected or expenses incurred by the Owner during any period prior to the delivery of the Vessel, or savings effected during any period of reduced hire or during any period of fumigation shall not be credited to or charged against the Charterer. The foregoing amended provisions regarding savings may be waived by mutual consent as to settlements made or off hire certificates filed prior to the date of this Second Disputes Addendum.

ARTICLE FOURTH. Clause 7, Part II of the Charter is amended to read as follows:

Clause 7A. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto for which the Owner is responsible, for (1) any war bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder and extra wages arising out of the nature of any cargo carried hereunder, where such bonuses and extra wages are payable by the Owner to

the Master, officers or crew in accordance with ship's Articles or the Owner's collective bargaining agreements or decisions of the Maritime War Emergency Board; (2) all wages and bonuses of any extra officers and men beyond the Vessel's normal complement, who are required to be employed because of the Vessel's service under this Charter, or to provide for any persons carried at the request of the United States of America or additional watchmen or other personnel employed upon the order or request of any governmental authority; (3) required payments (including wages) for or in lieu of returning the Master, officers and crew upon delivery of the vessel under this Charter from the port of delivery to the nearest port at which the crew could be signed off under the articles; and (4) repatriation costs necessarily incurred by the Owner if the Vessel is ordered to trade indefinitely in foreign areas or between foreign ports. Except as otherwise provided in this Charter or insurance provided or assumed by the Charterer, repatriation expenses shall not be for the account of the Administrator, War Shipping Administration, but nothing herein shall prejudice or waive any right of the Owner to recover from the United States for such payments or expenses, under any provision of statutory law.

In case of loss of the Vessel, when the date of loss is unknown, the Charterer shall also reimburse the Owner for such bonuses or wages set forth in (1) and (2) of this Clause 7A as are paid by the Owner in accordance with such Articles, agreements or decisions for such period subsequent to the time the Vessel was last heard from, as is fixed in accordance with Amendment No. 2 to Decision No. 5, Revised, of the M. W. E. B., or any amendments thereto.

Clause 7B. The Charterer shall pay to the Owner as reimbursement for the cost of subsistence aboard the Vessel (meaning victualing, supplying with linens, bedding, laundry and similar services), for any persons carried at the request of the United States and for any extra complement required as in Clause 7A provided (such persons and complement being referred to herein as "extras") as follows:

(1) Where the number of extras is 20 or less: \$1.50 per day per person carried at the request of the United States, and \$1.00 per day per person for extra complement.

(2) Where the number of extras exceeds 20, but does not exceed 50: \$1.50 per day per person for all extras.

(3) Where the number of extras exceeds 50: the reasonable cost of subsistence as above defined for all extras, except that the Owner shall not be obliged to furnish linens, bedding, laundry and similar services for any extras in excess of 50, unless otherwise agreed.

When at the request of the Charterer or any other agency of the United States meals are served aboard the Vessel to any person (other than the extras above mentioned), the Charterer shall pay to the Owner 50¢ per meal and the cost to the Owner (not exceeding 35¢ per meal) which is required to be paid and is paid by the Owner pursuant to Collective Bargaining Agreement or otherwise, as extra compensation to the Vessel's personnel incident to serving such meals.

ARTICLE FIFTH. Clause 8, Part II of the Charter as heretofore amended by the First Disputes Addendum (General Order 11, Supplement 2) is amended to read as follows:

Clause 8A. The Charterer shall (except as herein otherwise provided) provide and pay for: All fuel (except for cooking); 75 per cent of all fresh water (except water ballast) if the Vessel is a steamer, or 25 per cent if a motorship; all port charges, pilotages, light, dock, canal and other dues, stevedoring, agencies, commissions, reasonable ballast (except water ballast) together with all costs inci-

dent thereto, including any costs incurred for cleaning the Vessel or for repair of any damage arising in connection with the loading, carriage and discharge thereof; tug assistance and boating where incurred for the Charterer's business; taxes of foreign countries or public authorities thereof payable by the Owner to the extent levied on or measured by the freights of the Vessel; expenses in excess of 225 per voyage reasonably incurred by the Master, officers or crew, including transportation and subsistence, solely for necessary attendance at convey conferences or at naval control or routing office at a port other than that in which the Vessel is then located but no other costs and expenses for such attendance shall be for the Charterer's account; and all other charges and expenses whatsoever except those which, by the terms of this Charter, are expressly payable by the Owner.

Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter shall be for the Charterer's account. All other fumigations (including deratizations and extermination of vermin in the cargo holds) during the currency of this Charter, for whatever reason ordered (except because of illness of the Master, officers or crew), shall also be for the Charterer's account except that the first such other fumigation (and all fumigations ordered because of illness of the Master, officers or crew) shall be for the Owner's account. The expense of obtaining any certificates of exemption from fumigation or deratization or extensions thereof, necessary or proper for the service of the Vessel under this Charter, shall be borne by the party for whose account the fumigation or deratization would have been made if such certificate had not been obtained.

Without limitation of the foregoing provisions of this Clause 8A, the Charterer shall also pay for:

(1) Customs and other fees or expenses for the entry and clearance of the Vessel at any port; (2) Consular or other fees and expenses for obtaining bills of health; (3) Cost of preparing copies of ship's stores list and crew list, including cost of translations and consular visas; (4) Quarantine inspections of the Vessel, crew or passengers, including any medical examination or visit of port doctor incidental thereto, except inspections ordered because of illness of the Master, officers or crew; (5) Cost of mustering, verifying and inspecting crew for immigration or customs purposes; (6) Sick mariner's fees; (7) Overtime charges of and expense of launch service for customs officers, immigration officers or other port officials, unless incurred in connection with the Owner's business; (8) Tasi and launch hire incurred in entering or clearing the Vessel, reporting to port control or consuls, or otherwise in connection with the Charterer's business.

Clause 8B. This Charter shall be construed to impose upon the Charterer the full actual cost of providing and maintaining on and after December 7, 1941, all equipment and installations on the Vessel, beyond normal peacetime standards then or thereafter required by sub-chapter O of chapter I of the Regulations of the United States Coast Guard (Title 46, U. S. C. R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel is under time charter after March 1, 1944, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. All costs, which by reason of the Charter as construed by this Addendum, are to be borne by the Charterer but have been incurred by the Owner prior to the date of this Addendum

(including any such costs incurred in connection with the purchase of the Vessel if she was newly constructed and delivered by the shipbuilder after December 7, 1941), shall be adjusted and reimbursed in accordance with the foregoing provisions. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11 of the Charter. In consideration of the foregoing undertaking by the Charterer and other provisions of this Addendum, the Owner shall, unless otherwise mutually agreed, promptly pay or allow to the Charterer as a credit against the hire of the Vessel or against the Owner's prior disbursements for such equipment or installations, the sum of \$175 for each member of the Vessel's normal complement of Master, officers and crew, unless the Vessel was lost or requisitioned and delivered for bareboat use or for title before October 1, 1942, and within six months after delivery under this Charter, in which case the Owner shall pay to the Charterer \$160 for each member of such normal complement if such loss or delivery occurred on or before July 15, 1942; or \$125 for each member of such normal complement if such loss or delivery occurred after July 15, 1942, and prior to October 1, 1942. In case the Vessel was newly constructed and delivered by the shipbuilder after December 7, 1941, and the Charterer and the Owner agree that it is impossible to ascertain or estimate with reasonable accuracy the costs incurred by the Owner in connection with the purchase of the Vessel which are required to be taken into account in connection with the foregoing adjustments, the provisions of this paragraph shall be inapplicable and the respective obligations of the parties shall be adjusted by separate agreement, provided that upon the election of the Owner, the above adjustments may be made on the basis of an estimated Owner's expenditure of \$3,000.00 per vessel for such costs incurred in connection with the purchase of the Vessel. The term normal complement as used herein means the complement that was normally employed during 1941 on vessels of a similar class and size engaged in general off-shore or intercoastal trade, and is not necessarily limited to the actual number carried in certain restricted trades, such as certain coastal trades, where a lesser complement sufficed, or the Alaska trade where a larger complement may have been customary, nor limited to Steamboat Inspection Certificate requirements. If the Vessel was engaged in general off-shore or intercoastal trade during 1941 her actual complement shall be taken to be the normal complement. The payments provided for in this Clause 8B, in the case of vessels under Forflag form of charter, shall not exceed in amount those payable to comparable American flag vessels.

ARTICLE SIXTH. Clause 16, Part II of the Charter is amended by adding the following sentence:

But except for slings belonging to the Owner and on board the Vessel, the Charterer shall pay the cost of rope purchased for and the cost of labor in making all other slings.

ARTICLE SEVENTH. Clause 17, Part II of the Charter is amended by changing the period at the end thereof to a semi-colon and adding the following:

provided, nevertheless, that the Charterer shall, in full settlement of its obligations for reimbursement of overtime under this or any other provision of this Charter, reimburse the Owner in full for all overtime paid to the extra complement referred to in Clause 7A (2) hereof and for all overtime paid to the Vessel's personnel for cargo stevedoring serv-

ices performed by them, which services are ordinarily performed by contract stevedores, and for one-half of all other overtime for whatever reason paid during the entire period of the Charter by the Owner to the Vessel's personnel; but in any case where the overtime accounts previously audited by the Charterer indicate that 60% or more of the audited overtime on a fleet basis is properly chargeable to the Charterer, or where the Charterer otherwise finds that the foregoing adjustment of overtime would result in substantial inequity to the Owner on a fleet basis, the Charterer and the Owner shall make a special mutual determination as to the proper division of such overtime for their respective accounts, and if the Charterer and the Owner are unable to reach a mutual determination within ninety (90) days from the date of this Addendum, overtime shall be determined in accordance with the Charter without regard to this Article Seventh, which shall have no application.

ARTICLE EIGHTH. (a). The four separate paragraphs of Clause 20, Part II of the Charter are hereby numbered A, B, C, and D respectively.

ARTICLE EIGHTH. (b). Clause 20, Part II of the Charter is hereby amended by adding the following:

E. Any provision of this Charter to the contrary notwithstanding, all claims for loss of or damage to or in connection with cargo or other property, excluding mail and parcel post, including baggage and personal effects of passengers, to be carried, carried or which has been carried on board the Vessel, which claims are hereinafter referred to as cargo claims, shall be adjusted on the following basis:

(1) Any cargo claim shall be for the account of the Owner if such claim would be recoverable from the underwriters of the marine P. & I. policy covering the Vessel and in effect at the time the claim arose: *Provided*, Such policy is substantially equivalent in coverage of cargo claims to the standard form of P. & I. policy hereinafter mentioned, or, if there was no such policy in effect at such time then if such claim would be recoverable under the terms of the standard form of Marine Protection and Indemnity policy of the Marine Office of America in effect on June 6, 1941 (except that references therein to the American Marine Insurance Syndicate's present Standard form of Policy on Hull and Machinery shall be deemed to refer to the American Institute Time (Hulls) July 1, 1941 form of policy on hull and machinery), but in either case as though (a) the Charterer were also protected by such protection and indemnity policy, (subject, however, to the terms thereof) to the extent of the liability the Charterer would have if it were the Owner of the Vessel, and (b) the applicable form of policy were not subject to any deductible franchise and (c) the amount of insurance were \$100 per gross registered ton of the Vessel if she was delivered by the shipbuilder prior to January 1, 1938, or were \$150 per gross registered ton if the Vessel was so delivered at a later date and (d) the underwriter's liability thereunder in respect of any one accident or occurrence were limited to the amount insured; *Provided, however*, That nothing in this subparagraph shall: (1) oblige the Owner to pay to the Charterer or to any other person any claim or portion thereof which is subject to a valid defense; or (2) prejudice the right of the Owner to any exemptions from or limitations of liability afforded by or referred to in Clauses 18, 19, and 24 of Part II of Time Charter Form 101 (5-16-42).

(11) If prior to November 21, 1944, any cargo claim of which reasonable notice had been given to the Owner and which is for Owner's account under subparagraph (1), shall have been paid by the Charterer or by any Agent of the Charterer, in accordance with sound commercial practice, then, not-

withstanding the final proviso in subparagraph (1), the Owner shall reimburse the Charterer or the Agent for such payment except to the extent such payment may have been made in wilful disregard of a valid defense or may have been otherwise clearly improvident or excessive.

(111) In respect of all cargo claims which are for the Owner's account under subparagraph (1) but are not covered by subparagraph (11) or subparagraph (iv), the Owner shall not be obliged to reimburse the Charterer or any Agent of the Charterer for any amount paid in settlement, unless before such payment is made, the Owner shall approve the settlement or, after receiving reasonable written notice by the Charterer or its agent to adjust or defend such claim, shall refuse or fail, without reasonable cause, to do so; *Provided, however*, That where the amount of any such claim exceeds the sum of \$250 the Owner shall be entitled to require, by giving written notice to the Charterer or its agent within 10 days after notification to the Owner of such claim, that the question of liability, if any and the amount thereof shall be determined by appropriate legal proceedings, and, in such case, the Owner may assume the defense of such litigation, or if it shall fail to do so, the Owner shall only be obliged to pay or reimburse the Charterer or Agent for the amount of the judgment or award, in addition to attorney's fees (including reasonable allowances for any services rendered by Government counsel) and expenses, reasonably incurred by the Charterer or its Agent in the defense.

(iv) If, on November 21, 1944, any cargo claim which is for the Owner's account under subparagraph (1) shall be the subject of pending litigation against the Charterer or any of its Agents, the Owner shall assume the defense of such litigation on behalf of the Owner, Charterer and any of its Agents. If the Owner shall fail to do so the Charterer or its agent may settle or defend such claim and the Owner shall reimburse the Charterer or its agent for such settlement, except to the extent such settlement may have been made in wilful disregard of a valid defense or may have been otherwise clearly improvident or excessive; or if the litigation proceeds to judgment or award, the Owner shall pay or reimburse the Charterer or its agent for the amount of the judgment or award and in either case the Owner shall also pay attorneys' fees (including reasonable allowances for any services rendered by Government counsel) and expenses, reasonably incurred by the Charterer or its agent, in connection with such claim; *Provided, however*, That if the Owner is also a party to any such litigation, nothing in this Second Disputes Addendum shall authorize the Charterer or any of its agents to settle such claim without the agreement of the Owner or to require the Owner to pay attorneys' fees (including reasonable allowances for any services rendered by Government counsel) or expenses incurred by the Charterer or any of its Agents after the Owner has assumed the defense of the litigation; and, *Provided further*, That if the Owner and the Charterer or any of its Agents shall each continue to be parties to the litigation and represented by separate counsel until final judgment or award and if such judgment or award shall relieve any party of liability or shall also determine ultimate liability for such claim, as between the Owner and the Charterer or any of its Agents under the terms of this Charter as amended by this Second Disputes Addendum, such determination shall be conclusive on all parties.

(v) All cargo claims which are not for the Owner's account under the provisions of subparagraph (1) to (iv) hereof shall be assumed and paid or defended by the Charterer and the Charterer shall forever indemnify the Owner against and hold the Owner harmless from any such claims, and shall

also pay the expenses, including reasonable attorney's fees, paid or incurred by the Owner in connection with any such claim, if the Charterer shall, after reasonable notice, fail or refuse to assume such defense; *Provided, however*, That if such cargo claim resulted from any wrongful act, neglect or fault of the Owner in a capacity other than as Owner of the Vessel or by the wrongful act, neglect or fault of any company owned by, subsidiary to or affiliated with the Owner or of any agent, servant or employee of the Owner in such other capacity or of such company, the Charterer, upon payment of the claim to the Owner, but without prejudice to the Charterer's right of offset, shall be entitled to proceed against the Owner in such other capacity or against such company as though the claim were against a third party, but nothing herein shall prejudice the Owner's or the Charterer's rights or defenses (including any indemnities) under any agreement, other than this Charter, between the Owner and the Charterer or any other agency of the United States.

(vi) Notwithstanding the provisions of subparagraphs (1) to (v) above, the rights and obligations of the Owner and the Charterer, respectively, shall remain as under the other terms of this Charter; (a) in respect of any cargo claim exceeding the amount of insurance referred to in subparagraph (1); and (b) in respect of any cargo claim against which the Owner is entitled to be indemnified by the Charterer under the provisions of Clauses 14, 16 or 31, except to the extent that such claim would be recoverable from underwriters under one or the other of the P. and I. insurance policies referred to in subparagraph (1) above, but as though such policies were subject to a deductible franchise of \$2,500 for each cargo carried (not round voyage) or, to the deductible franchise actually contained therein, whichever deductible franchise is lower.

(vii) Inasmuch as freight lost by reason of shortages is for the account of the Charterer hereunder, the Owner agrees that any freight paid or payable on overages shall be for the account of the Charterer.

F. Any provisions of this Charter to the contrary notwithstanding, all claims for loss of or physical damage to the Vessel caused by loading, stowage, trimming or discharge of cargo, or by equipment used in connection therewith, shall be adjusted between the Owner and the Administrator of the War Shipping Administration on the following basis:

(1) Any such claims which would be recoverable by the Owner under the terms of the full standard American Institute time (Hulls) form of marine policy in effect on July 1, 1941 to the same extent as though the Owner's claims under such policy were not subject to any deductible or franchise, shall be for the account of the Owner; *Provided, however*, That nothing herein shall prejudice or waive any rights of the Owner to recover against any third party for such loss or damage, including any rights the Owner may have against stevedores operating under the "Warshipsteve" form of stevedoring contract, and in case of any recovery from such stevedores, no set-off, recoupment or other indemnification shall be claimed by the Charterer against the Owner.

(11) All such claims for loss of or damage to the Vessel which are not for the Owner's account under the provisions of subparagraph (1) hereof shall be assumed and paid for by the Charterer; *Provided, however*, That the Charterer shall not be liable by reason of this clause for (a) damage or loss caused by a stevedore operating under the "Warshipsteve" form or stevedoring contract or by a stevedore which is owned by, subsidiary to or affiliated with the Owner, or by a commercial stevedore in the United States (including Alaska, Hawaii, Puerto Rico and

the Panama Canal Zone) employed by any agency or instrumentality of the United States; (b) damage or loss caused by defects in the Vessel or her equipment, or by any wrongful act, neglect or fault of the Owner, its agents, servants or employees; (c) damage or loss not resulting from negligence, except when such loss or damage is a consequence of compliance with orders or directions of the Charterer or any other agency or instrumentality of the United States, their agents, representatives or employees; *Provided further, however*, That in respect to any claim which is to be assumed and paid for by the Charterer under this sub-paragraph (11), the Owner shall, in cases where a third party has caused such loss or damage, first exercise due diligence to recover from such third party and shall, if requested by the Charterer, institute suit at the Charterer's expense; but if, at the expiration of 6 months from the time such claim is submitted to the third party, full recovery has not been effected, notwithstanding the exercise of due diligence, the Charterer shall nevertheless pay to the Owner the unrecovered amount of the claim and any sums thereafter recovered by the Owner shall be paid to the Charterer.

ARTICLE NINTH. Clause 22, Part II of the Charter is amended by adding the following paragraphs:

The Owner shall pay or credit to the Charterer the amount of any recovery (including any interest and disbursing commission incidental thereto), made by the Owner in general average or from underwriters (or in the case of self-insurers a comparable amount) allocable to: (a) any loss, cost, expense, disbursement or charge claimed in such general average or from underwriters and sustained or paid at any time by the Charterer or charged against it by the Owner; (b) the value of any bunkers; and (c) wages or bonuses of Master, officers or crew incurred, or stores and provisions consumed (excluding any stores or provisions jettisoned or otherwise lost) during any period for which full hire is payable to the Owner under this Charter. For the purposes of the preceding sentence an Owner shall be considered a "self-insurer" to the extent that the marine hull policy or policies on the Vessel is or are in a total amount less than the value which would be applicable to the Vessel under Charterer's General Order 9, or if wholly uninsured to the extent of such value. If the Vessel shall return or put into port in order to land an injured or sick seaman, the Owner shall pay or credit to the Charterer any sums recovered from the Owner's P. & I. underwriters (or in the case of self-insurers, a comparable amount) in respect of port charges and bunkers paid for by the Charterer and, if the Owner shall have received full hire during the period of the deviation for such purpose, the Owner shall also pay or credit to the Charterer any recovery from P. & I. underwriters (or in the case of self-insurers, a comparable amount) for the Owner's net loss in respect of insurance, stores and provisions as a result of the deviation.

Nothing in this Clause 22 shall require the Owner to pay or credit to the Charterer any sum or amount which is required by Clause 4, Part II, of this Charter to be credited to the Charterer as "savings".

PART III—SECOND DISPUTES ADDENDUM (TANKERS)

ARTICLE FIRST. All special provisions in Part I of the Charter dealing with delivery and redelivery adjustments are deleted and the following accounting adjustments will govern, it being understood and agreed that such accounting adjustments are solely for the purpose of achieving an equitable adjustment of the financial terms and conditions upon delivery and redelivery and are not otherwise to affect the respective duties and

obligations of the Owner and Charterer hereunder.

A. *Adjustment on delivery.* 1. *Vessels requisitioned at or en route to port of discharge with cargo on board.* For the purpose of the adjustment under this Clause only, the Vessel shall be deemed to have been delivered at the time of completion of discharge of the cargo on board the Vessel at the time of requisition and her readiness for operations under the Charter.

All revenues applicable to such cargo shall be for the account of, and shall be retained by, the Owner.

All costs and expenses (whether otherwise for the Owner's or Charterer's account under the Charter) shall likewise be for the Owner's account until such time of discharge and readiness for operations.

For the purposes of this adjustment, the Charterer shall be credited with the reasonable value of the war risk insurance provided by the Charterer, under the terms of the Charter, on a pro rata daily basis for the time from actual delivery until the time the Vessel is deemed to be delivered as aforesaid, if any, at the then prevailing Charterer's rates and values; *Provided, however*, That if Charterer's General Order 9 was not applicable to the Vessel or if no value was thereafter agreed upon under this Charter, then at the value for which the Vessel was insured immediately prior to requisition.

Payment of hire and the other Charterer's obligations under the Charter shall be adjusted so as to commence as of such time of discharge and readiness by appropriate refund of hire or other adjustment. If the Vessel was lost prior to the date when she was deemed to have been delivered as aforesaid, the adjustment herein provided for shall be made for the period ending at the time of loss notwithstanding such loss.

2. *Vessels requisitioned at or while en route to a loading port either with cargo on board or in ballast.* (1) For the purpose of the adjustment under this Clause only, the Vessel shall be deemed to have been delivered at the time she commenced to load (if she was at a loading port and had cargo on board), or at the time when she was ready to load (if she had no cargo on board and was at a loading port), or at the actual time of delivery (if she was en route to a loading port).

(2) Notwithstanding the provision of the preceding paragraph as to the time of delivery, the cost of crew war bonuses provided for under Clause 7 of Part II of the Charter, and the cost of all war risk insurances applicable to the Vessel and the crew provided for under Clause 20 of Part II of the Charter shall be reimbursed to the Owner by the Charterer for the period effective from the commencement of the immediately preceding ballast voyage (which shall be deemed to have commenced upon completion of the prior discharge and readiness of the Vessel for operation and shall not include any period of time lost for repairs or any other cause within the Owner's control, and shall not prejudice the Owner's right under the First Disputes Addendum for adjustment of hire for time used arming and de-arming); *Provided, however*, That the reimbursement of such war costs (other than war risk insurance) shall not exceed the amount which the Charterer would have been required to pay under the terms of the Charter if such Charter had been in effect during such period for which reimbursement is made; *And provided further*, That the war risk insurance applicable to the Vessel and her crew shall be computed at the actual cost to the Owner for such insurances in effect at the time of requisition.

(3) All revenues applicable to cargo on board at the time of requisitioning (except package cargo intended for discharge at the port of loading) and to cargo thereafter load-

ed shall be for the account of and shall be retained by the Charterer.

(4) If the Vessel was requisitioned while she had on board a full or partial cargo of molasses or other liquid cargo, except petroleum and its products, then the Vessel shall be deemed to have been delivered for the purpose of this accounting adjustment after discharge of such cargo and readiness to load at the next outbound port of loading.

In such cases, the preceding ballast voyage adjustments provided for by sub-section (2) above shall cover only the period of time between the discharge of such inbound liquid cargo and the readiness of the Vessel to load at her next port of loading, exclusive of time lost for repairs or any other cause within the Owner's control, and shall not prejudice the Owner's rights under the First Disputes Addendum for adjustment of hire for time used arming and de-arming.

B. *Adjustment on redelivery.* Notwithstanding any other provisions of the Charter or any amendment thereto, including Warship Clause 162 (Rev.), the following adjustments shall be made upon the ultimate redelivery of the Vessel:

1. For the purpose of the adjustments provided for in this Section B, the time and part of delivery shall be the time and place where the Vessel was deemed to have been delivered under Sections A1 and A2 above, or if neither A1 nor A2 apply then the actual time and place of delivery.

2. If the Vessel is actually redelivered at a port which is more or less favorable to the Owner than the place of delivery as aforesaid, there shall be an adjustment to compensate the Owner for the time lost, if any, or credit the Charterer for the time saved, if any, such adjustment to be based on the rate of time charter hire then payable and the terms of the Charter for the period of time lost or saved, as the case may be, and all actual expenses not included in such rate of hire, saved or incurred, for such period of time, including war risk insurance costs, at then prevailing values and premium rates on a pro rata daily basis.

Whether redelivery is on a basis more or less favorable to the Owner shall be determined upon the steaming time lost or gained in placing the Vessel in position at the nearest prewar loading port of the Owner or on the coast where the Vessel was originally delivered, or if the Owner had no prewar loading port on such coast, then at the nearest prewar loading port of the Owner as determined by the Administrator.

3. In the event that the Vessel's delivery adjustment was covered by Section A2 hereof and the Vessel is redelivered at a port of loading rather than a port of discharge, then the Owner shall credit the Charterer with the costs of crew war bonuses and pro rata daily for all war risk insurances computed at the then prevailing Charterer's values and commercial premium rates and for the time required for a normal peacetime ballast voyage between the ports covered by the adjustments under Sections A2 (2) or A2 (4).

4. In the event that title to the Vessel is acquired by the Charterer or any other U. S. Governmental Agency or if the Vessel is lost, subsequent to her delivery under this Charter, no adjustment under this Section B shall be required.

ARTICLE SECOND. Paragraph J of Part I of the Charter is amended by adding the following special provisions:

1 (a) For the purpose of computing any appropriate adjustment or premium in the rate of hire and the war risk insurance valuation of the Vessel in accordance with the Charterer's General Order 8 (Rev.) and relevant supplements thereto (up to Supplement 7 inclusive), and with the Charterer's General Order 9, the speed of the Vessel shall, unless otherwise determined as provided in

paragraphs 1 (b), 1 (c) or 1 (d) below, be determined in accordance with the method provided in § 302.44 of Supplement 2 to the Charterer's General Order 10 (9 F.R. 2241), or, if the Vessel was constructed after January 1, 1925, then in accordance with the method provided in Supplement 1 to said General Order 10 (7 F.R. 10299), and any such determination shall be final and conclusive on both parties, notwithstanding any provisions in said General Order 10 or Supplements thereto for subsequent modifications or supplements by the Administrator.

1 (b) In lieu of a speed determinations in accordance with either of the methods stated in paragraph 1 (a), the Charterer shall, on application of the Owner made on or before March 1, 1945, request a deep-water trial pursuant to § 302.45 (a) of such Supplement 2. In such event, but not otherwise, the Charterer may within 90 days thereafter, also request such a deep-water trial for any or all of the vessels of such Owner. The speed trials above provided for shall be held as soon as practicable after demand therefor, and in case of a trial or trials requested by the Charterer, the expense of trial, including charter hire during any loss of time involved, shall be borne by the Owner in respect of any vessel or vessels whose speed demonstrated on the trial is less than the speed determined in accordance with whichever of the methods stated in Paragraph 1 (a) is applicable, and by the Charterer in respect of any vessel or vessels whose speed demonstrated on the trial equals or exceeds the speed so determined. The speed of the Vessel demonstrated on such trial whether greater or less than her speed otherwise determined or represented, shall be the final and conclusive determination of her speed for the purposes of adjustments or premiums in the hire and valuation under the aforesaid General Orders.

1 (c) Alternatively, the Owner may submit and the Administrator will consider the data referred to in § 302.45 (b) of said Supplement 2, and in such case the actual rate of speed determined by the Administrator on the basis of such data shall be accepted by both parties as the final determination of speed (unless the Owner shall thereafter apply for a deep water trial, as provided above), *Provided, however*, That speed determined in accordance with such data shall not for the purpose of determining war risk insurance valuation exceed the speed determined in accordance with Supplement 1 to General Order 10; nor for the purpose of determining rate of hire payable under the Charter, shall the speed so determined exceed the speed certified by the American Bureau of Shipping in accordance with General Order 10 in the form originally issued, or the speed otherwise heretofore approved by the Charterer under such General Order, whichever is higher, except in cases where the Charterer finds that the imposition of such General Order 10, or other approved limitation is inequitable to the Owner as regards hire and agrees to modify the same.

1 (d) Whenever the speed as determined pursuant to General Order 10 in its original form or by Supplement 1 thereto, exceeds the speed determined in Supplement 2 to General Order 10, the Owner may accept settlement for the loss of the Vessel valued on the basis of speed determined in accordance with Supplement 2 (or Supplement 1 where applicable as provided in paragraph 1 (a)) and may recover, either administratively or judicially, the difference, if any, between the value so determined and the value on the basis of the speed certified by the American Bureau of Shipping in accordance with General Order 10 in its original form or the speed otherwise heretofore approved by the Charterer in accordance with such General Order or with Supplement 1 thereto, whichever is higher, if it is shown that the Vessel is rea-

sonably entitled to a speed classification higher than that established by Supplement 2: *Provided, however*, That in no event shall such settlement and such additional recovery exceed just compensation for the Vessel as determined in accordance with the applicable laws and Constitution of the United States.

1 (e) If the rate of hire or war risk valuation of the Vessel, or both, provided in this Charter prior to the date of this Second Disputes Addendum, shall differ from the rate of hire or the valuation adjusted for speed determined in accordance with this Second Disputes Addendum, such prior provisions shall be deemed corrected accordingly and any difference between the amounts heretofore paid to the Owner and the amounts payable on the corrected basis shall be paid upon demand by the Owner to the Charterer or by the Charterer to the Owner, as the case may be: *Provided, however*, That if the war risk valuation so adjusted shall be less than the valuation provided in the Charter prior to the date of this Addendum, the Owner shall not be obliged to refund to the Charterer any part of the premiums paid on such higher valuation by the Owner to war risk underwriters and reimbursed by the Charterer to the Owner. Pending and subject to judicial determination of just compensation the provisions of this Addendum shall not require any revision of payments heretofore made on account of hire or valuation where such hire or valuation is stated in this Charter to be "just compensation"; nor, in any such case, shall the determination of the Vessel's speed in accordance with General Order 10 or any supplement thereto prejudice the rights of either party in any judicial determination of "just compensation."

1 (f) The speed of the Vessel as determined in accordance with the provisions of this Second Disputes Addendum for the purpose of determining the rate of hire payable under the Charter, shall control, for the purpose of determining charter rates and values under any Addendum (Amended Time Charter) prescribed by General Order 11, Supplements 4 or 8 (as the case may be) which has or may become effective as an addendum to the Charter and any such rates or values previously agreed to shall be adjusted accordingly.

ARTICLE THIRD: Clause 3, Part II of the Charter is amended by adding the following paragraph:

No interest or other penalty shall become due or payable by the Charterer by reason of delay in payment of any charter hire or any other sums accruing under this Charter, or any insurance provided by the Charterer pursuant thereto, except that in the case of vessels lost while under charter, the Charterer shall pay interest at the rate of $\frac{1}{2}$ of 1% on the total loss valuation of the Vessel starting 90 days after the time of loss whether such Vessel was valued at a stated amount or pursuant to Section 802 of the Merchant Marine Act, 1936, as amended; *Provided, however*, That if the Owner demonstrates to the satisfaction of the Charterer (whose determination shall be final and conclusive) that he has suffered an actual greater loss by reason of such delay in payment of total loss valuation, the Charterer shall pay the amount of loss as determined by the Charterer but not in excess of $3\frac{1}{2}$ % per annum from such date. The foregoing provision shall not apply in respect of hire or valuation which is stated in the Charter to be "just compensation" or in cases where payment has been or will be made under the Missing Vessel Agreement, or the Missing Vessel Supplemental Agreement, and such cases shall be subject to special agreement.

ARTICLE FOURTH: Clause 4, Part II of the Charter is amended by striking out the last sentence in said clause and adding the following paragraphs:

The Owner and the Charterer agree that the provisions of Operations Regulation No.

92, Revised, issued May 20, 1944, shall apply in the interpretation of the Charter, except as modified by this Addendum.

The Owner shall credit the Charterer with any savings, as defined below, effected by the Owner during: (1) any loss of time to the Charterer referred to in sub-paragraphs (a) or (b) of this Clause 4, for which by reason of subparagraphs (1) or (11) or other provisions of this Clause 4 full hire is payable; or (2) any period of time required to do work for the Charterer's account under Clause 11, excluding, however, any portion thereof during which full hire is not payable; or (3) any period of repairs for which full hire is payable under the provisions of the second sentence in Clause 3.

Savings, for the purposes of this Clause, shall mean savings effected by the Owner in respect of: wages of Master, officers or crew; subsistence, computed at the rate of \$1.25 per day per man; miscellaneous savings, which shall be allowed whether or not actually effected and shall be computed at the rate of \$15. per day; and returns, if any, of insurance premiums, (or in the case of self insurers, a comparable amount), except that if the premium returns cover a continuous period of lay up during only part of which full hire is payable, the Charterer shall be credited with such proportion of the returns as the period of full hire bears to the entire period of lay up: *Provided, however*, That from the total of the savings to be credited to the Charterer in accordance with the foregoing, the Owner shall be entitled to deduct any substituted or extra expenses incurred for any subsistence, lodging and other expenses of maintaining the Master, officers or crew ashore. For the purpose of computing savings and expenses, any period of twelve (12) consecutive hours or less shall be disregarded and any period exceeding twelve (12) consecutive hours but less than twenty-four (24) hours shall be counted as one day. Savings effected or expenses incurred by the Owner during any period prior to the delivery of the Vessel, or savings effected during any period of reduced hire or during any period of fumigation shall not be credited to or charged against the Charterer. The foregoing amended provisions regarding savings may be waived by mutual consent as to settlements made or off hire certificates filed prior to the date of this Second Disputes Addendum.

ARTICLE FIFTH: Clause 7, Part II of the Charter is amended to read as follows:

Clause 7 A. The Charterer shall reimburse the Owner for its actual out-of-pocket expenses, including all taxes with respect thereto for which the Owner is responsible, for (1) any war bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder and extra wages arising out of the nature of any cargo carried hereunder, where such bonuses and extra wages are payable by the Owner to the Master, officers or crew in accordance with ship's Articles or the Owner's collective bargaining agreements or decisions of the Maritime War Emergency Board; (2) all wages and bonuses of any extra officers and men beyond the Vessel's normal complement, who are required to be employed because of the Vessel's service under this Charter, or to provide for any persons carried at the request of the United States of America or additional watchmen or other personnel employed upon the order or request of any governmental authority; (3) required payments (including wages) for or in lieu of returning the Master, officers and crew upon delivery of the Vessel under this Charter from the port of delivery to the nearest port at which the crew could be signed off under the articles; and (4) repatriation costs necessarily incurred by the Owner if the Vessel is ordered to trade indefinitely in foreign areas or between foreign ports. Except as otherwise provided in this Charter or insurance provided or assumed by

the Charterer, repatriation expenses shall not be for the account of the Administrator, War Shipping Administration, but nothing herein shall prejudice or waive any right of the Owner to recover from the United States for such payments or expenses, under any provisions of statutory law.

In case of loss of the Vessel, when the date of loss is unknown, the Charterer shall also reimburse the Owner for such bonuses or wages set forth in (1) and (2) of this Clause 7A as are paid by the Owner in accordance with such Articles, agreements or decisions for such period subsequent to the time the Vessel was last heard from, as is fixed in accordance with Amendment No. 2 to Decision No. 5, Revised, of the M. W. E. B., or any amendments thereto.

Clause 7B. The Charterer shall pay to the Owner as reimbursement for the cost of subsistence aboard the Vessel (meaning victualing, supplying with linens, bedding, laundry and similar services), for any persons carried at the request of the United States and for any extra complement required as in Clause 7A provided (such persons and complement being referred to herein as "extras") as follows:

(1) Where the number of extras is 20 or less: \$1.50 per day per person carried at the request of the United States, and \$1.00 per day per person for extra complement.

(2) Where the number of extras exceeds 20, but does not exceed 50: \$1.50 per day per person for all extras.

(3) Where the number of extras exceeds 50: the reasonable cost of subsistence as above defined for all extras, except that the Owner shall not be obliged to furnish linens, bedding, laundry and similar services for any extras in excess of 50, unless otherwise agreed.

When at the request of the Charterer or any other agency of the United States meals are served aboard the Vessel to any person (other than the extras above mentioned), the Charterer shall pay to the Owner 50¢ per meal and the cost to the Owner (not exceeding 35¢ per meal) which is required to be paid and is paid by the Owner pursuant to Collective Bargaining Agreement or otherwise, as extra compensation to the Vessel's personnel incident to serving such meals.

ARTICLE SIXTH. Clause 8, Part II of the Charter as heretofore amended by the First Disputes Addendum (General Order 11 Supplement 2) is amended to read as follows:

Clause 8A. The Charterer shall (except as herein otherwise provided) provide and pay for: All fuel (except for cooking); 75 per cent of all fresh water (except water ballast) if the Vessel is a steamer, or 25 per cent if a motorship; all port charges, pilotages, light, dock, canal and other dues, expenses of loading and discharging cargoes, agencies, commissions; tug assistance and boating where incurred for the Charterer's business; taxes of foreign countries or public authorities thereof payable by the Owner to the extent levied on or measured by the freights of the Vessel; expenses in excess of \$25 per voyage reasonably incurred by the Master, officers or crew, including transportation and subsistence, solely for necessary attendance at convoy conferences or at naval control or routing office at a port other than that in which the Vessel is then located but no other costs and expenses for such attendance shall be for the Charterer's account; and all other charges and expenses whatsoever except those which, by the terms of this Charter, are expressly payable by the Owner.

Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter shall be for the Charterer's account. All other fumigations (including deratizations and extermination of vermin in the cargo holds) during the currency of this Charter, for whatever reason ordered (except because of illness of the Master, officers or crew), shall also be for

the Charterer's account except that the first such other fumigation (and all fumigations ordered because of illness of the Master, officers or crew) shall be for the Owner's account. The expense of obtaining any certificates of exemption from fumigation or deratization or extensions thereof, necessary or proper for the service of the Vessel under this Charter, shall be borne by the party for whose account the fumigation or deratization would have been made if such certificate had not been obtained.

Without limitation of the foregoing provisions of this Clause 8 A, the Charterer shall also pay for:

(1) Customs and other fees or expenses for the entry and clearance of the Vessel at any port; (2) Consular or other fees and expenses for obtaining bills of health; (3) Cost of preparing copies of ship's stores list and crew list, including cost of translations and consular visas; (4) Quarantine inspections of the Vessel, crew or passengers, including any medical examination or visit of port doctor incidental thereto, except inspections ordered because of illness of the Master, officers or crew; (5) Cost of mustering, verifying and inspecting crew for immigration or customs purposes; (6) Sick mariner's fees; (7) Overtime charges of and expense of launch service for customs officers, immigration officers or other port officials, unless incurred in connection with the Owner's business; (8) Taxi and launch hire incurred in entering or clearing the Vessel, reporting to port control or consuls, or otherwise in connection with the Charterer's business.

Clause 8B. This Charter shall be construed to impose upon the Charterer the full actual cost of providing and maintaining on and after December 7, 1941, all equipment and installations on the Vessel, beyond normal peacetime standards then or thereafter required by sub-chapter C of chapter I of the Regulations of the United States Coast Guard (Title 46, U.S.C.R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel is under time charter after March 1, 1944, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. All costs, which by reason of the Charter as construed by this Addendum, are to be borne by the Charterer but have been incurred by the Owner prior to the date of this Addendum, (including any such costs incurred in connection with the purchase of the Vessel if she was newly constructed and delivered by the shipbuilder after December 7, 1941) shall be adjusted and reimbursed in accordance with the foregoing provisions. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11 of the Charter. In consideration of the foregoing undertaking by the Charterer and other provisions of this Addendum, the Owner shall, unless otherwise mutually agreed, promptly pay or allow to the Charterer as a credit against the hire of the Vessel or against the Owner's prior disbursements for such equipment or installations, the sum of \$175 for each member of the Vessel's normal complement of Master, officers and crew, unless the Vessel was lost or requisitioned and delivered for bareboat use or for title before October 1, 1942, and within six months after delivery under this Charter, in which case the Owner shall pay to the Charterer \$100 for each member of such normal complement if such loss or delivery occurred on

or before July 15, 1942; or \$125 for each member of such normal complement if such loss or delivery occurred after July 15, 1942, and prior to October 1, 1942. In case the Vessel was newly constructed and delivered by the shipbuilder after December 7, 1941, and the Charterer and the Owner agree that it is impossible to ascertain or estimate with reasonable accuracy the costs incurred by the Owner in connection with the purchase of the Vessel which are required to be taken into account in connection with the foregoing adjustments, the provisions of this paragraph shall be inapplicable and the respective obligations of the parties shall be adjusted by separate agreement: *Provided*, That upon the election of the Owner, the above adjustments may be made on the basis of an estimated Owner's expenditure of \$3,619.00 per vessel for such costs incurred in connection with the purchase of the Vessel. The term normal complement as used herein means the complement that was normally employed during 1941 on vessels of a similar class and size engaged in general offshore or intercoastal trade, and is not necessarily limited to the actual number carried in certain restricted trades, such as certain coastal trades, where a lesser complement sufficed, or the Alaska trade where a larger complement may have been customary, nor limited to Steamboat Inspection Certificate requirements. If the Vessel was engaged in general off-shore or intercoastal trade during 1941 her actual complement shall be taken to be the normal complement. The payments provided for in this Clause 8B, in the case of vessels under *Fording* form of charter, shall not exceed in amount there payable to comparable American flag vessels.

ARTICLE SEVENTH. The second sentence of Clause 14, Part II of the Charter is amended by changing the period at the end thereof to a semicolon and adding the following:

provided, nevertheless, that the Charterer shall, in full settlement of its obligations for reimbursement of overtime under this or any other provision of this Charter, reimburse the Owner in full for all overtime paid to the extra complement referred to in Clause 7A (2) hereof and for all overtime paid to the Vessel's personnel for cargo stowage services performed by them, which services are ordinarily performed by contract stowagers, and for one-half of all other overtime for whatever reason paid during the entire period of the Charter by the Owner to the Vessel's personnel; but in any case where the overtime accounts previously audited by the Charterer indicate that 60% or more of the audited overtime on a fleet basis is properly chargeable to the Charterer, or where the Charterer otherwise finds that the foregoing adjustment of overtime would result in substantial inequity to the Owner on a fleet basis, the Charterer and the Owner shall make a special mutual determination as to the proper division of such overtime for their respective accounts, and if the Charterer and the Owner are unable to reach a mutual determination within ninety (90) days from the date of this Addendum, overtime shall be determined in accordance with the Charter without regard to this Article Seventh, which shall have no application; *Provided, however*, That nothing herein shall (except for this overtime adjustment) relieve the Charterer of its obligations under the last sentence of Clause 2 and that part of the first sentence of Clause 8 of Time Charter Form 102 relating to the expenses of loading and discharging cargoes.

ARTICLE EIGHTH. Clause 22, Part II of the Charter is amended by adding the following paragraphs:

The Owner shall pay or credit to the Charterer the amount of any recovery (including any interest and disbursing commission in-

dental thereto), made by the Owner in general average or from underwriters (or in the case of self-insurers a comparable amount) allocable to: (a) any loss, cost, expense, disbursement or charge claimed in such general average or from underwriters and sustained or paid at any time by the Charterer or charged against it by the Owner; (b) the value of any bunkers; and (c) wages or bonuses of Masters, officers or crew incurred, or stores and provisions consumed (excluding any stores or provisions jettisoned or otherwise lost) during any period for which full hire is payable to the Owner under this Charter. For the purposes of the preceding sentence an Owner shall be considered a "self-insurer" to the extent that the marine hull policy or policies on the Vessel is or are in a total amount less than the value which would be applicable to the Vessel under Charterer's General Order 9, or if wholly uninsured to the extent of such value. If the Vessel shall return or put into port in order to land an injured or sick seaman, the Owner shall pay or credit to the Charterer any sums recovered from the Owners' P. & I. underwriters (or in the case of self-insurers, a comparable amount) in respect of port charges and bunkers paid for by the Charterer and, if the Owner shall have received full hire during the period of the deviation for such purpose, the Owner shall also pay or credit to the Charterer any recovery from P. & I. underwriters (or in the case of self-insurers, a comparable amount) for the Owner's net loss in respect of insurance, stores and provisions as a result of the deviation.

Nothing in this Clause 22 shall require the Owner to pay or credit to the Charterer any sum or amount which is required by Clause 4, Part II, of this Charter to be credited to the Charterer as "savings".

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

DECEMBER 6, 1944.

[F. R. Doc. 44-18497; Filed, Dec. 6, 1944;
11:31 a. m.]

PART 306—GENERAL AGENTS AND AGENTS
[G. O. 21, Supp. 6]

§ 306.44a *Special addendum to general agency service agreement with respect to compensation paid to General Agents who were also owners of vessels time chartered to War Shipping Administration during 1942 or 1943.* If a General Agent under the form of general agency service agreement prescribed by § 306.44 (General Order 21), 7 F. R. 7561, or any interested or related company of such General Agent, was, during 1942 or 1943, the owner of a vessel or vessels time chartered to the United States of America, acting by and through the Administrator, War Shipping Administration, under time charter forms 101 (5-16-42) or 101 special (7-3-44) or 102 (5-22-42) or 102 special (7-3-44), as prescribed by §§ 302.49, 302.50, 302.54, 302.55, and 302.56 (General Order 11 and Supplements 1, 1A, 1B, 5 and 6 thereto), or under any standard variations of these forms applicable to foreign flag vessels, and if the General Agent and all interested or related companies of the General Agent shall have executed the Second Disputes Addendum prescribed by § 302.57a (General Order 11, Supplement 9), in respect of all vessels owned by the General Agent

or by such an interested or related company and so time chartered, the War Shipping Administration will, upon request of such General Agent, enter into an addendum to the general agency service agreement in the following form:

Contract WSA
(Addendum No. -----)

AGREEMENT

Addendum dated the ----- day of -----, 1944, to General Agency Service Agreement, Contract WSA----- (herein called the "Service Agreement"), dated as of the ----- day of -----, 1944, between the United States of America, (herein called the "United States"), acting by and through the Administrator, War Shipping Administration, and ----- (herein called the "General Agent").

Whereas, a dispute has arisen between the parties as to whether the compensation provided in General Order 12 (Codified), 9 F.R. 5831, after adjustment in the manner provided in said General Order, constitutes fair and reasonable compensation for the General Agent's services under the Service Agreement for the period prior to January 1, 1944; and the parties have agreed to settle said dispute by the execution of this addendum; and

Whereas, certain other disputes have arisen between the parties, or between the United States and certain interested or related companies of the General Agent, concerning charters of vessels of the General Agent, or of such interested or related companies, to the United States under time charter forms 101 (5-16-42) or 101 (7-3-44) or 102 (5-22-42) or 102 (7-3-44), as prescribed by §§ 302.49, 302.50, 302.54, 302.55, and 302.56 (General Order 11 and Supplements 1, 1A, 1B, 5 and 6 thereto), or under any standard variations of those forms applicable to foreign flag vessels, and such disputes have been settled by the execution of the Second Disputes Addendum by the General Agent or by such interested or related companies; and

Whereas, the Administrator, War Shipping Administration, on behalf of the United States has found that this agreement will be beneficial to the interest of the United States and will facilitate the prosecution of the war.

Now, therefore, it is hereby mutually agreed that the Service Agreement is amended by adding to Article 5 thereof the following:

(a) The United States agrees:

(1) That for the period from the effective date of the Service Agreement to January 1, 1944, the compensation paid to the General Agent pursuant to § 306.9 of General Order 12 (Codified) shall be adjusted by the payment to the General Agent of an additional amount equal to the difference between the compensation paid to the General Agent in accordance with the provisions of said Section 306.9 and the amount which the compensation would have been if calculated in accordance with said § 306.9 without taking into account vessels owned by the General Agent and/or its interested or related companies and time chartered to the United States.

(2) That overhead expenses referred to in paragraph (b), below, shall include depreciation on furniture, fixtures, and automobiles in such reasonable amount as shall be determined on the basis prescribed by the Comptroller, War Shipping Administration.

(b) The General Agent agrees:

(1) That, unless otherwise mutually agreed, in determining adjustments of compensation pursuant to §§ 306.10 and 306.11 of General Order 12 (Codified) and Fiscal Regulations 7 with respect to compensation paid to the General Agent during the period from July 1, 1942 or from the effective date of the Service Agreement (whichever is later), to January 1, 1944, the General Agent's overhead expenses shall be reduced by an amount

equal to (i) \$125.00 per day for each freighter and \$50.00 per day for each collier, and \$50.00 per day for each tanker owned by the General Agent or any interested or related company of the General Agent for such portion of said period prior to December 1, 1943, that such vessel or vessels were under time charter to the United States under any of the forms of time charter referred to in the second "Whereas" clause of this Addendum, and (ii) \$65.00 per day for each freighter, collier, and tanker owned by the General Agent or any interested or related company of the General Agent for such portion of said period during the month of December 1943 that such vessel or vessels were under time charter to the United States under any of the forms of time charter referred to in the second "Whereas" clause of this Addendum.

(2) That it waives any and all rights to request additional compensation, or further adjustment of any form of agency compensation paid or accrued, for any services rendered during the period prior to January 1, 1944, under its general agency, time charter agency, and berth sub-agency service agreements with the United States, except as to General Average allowances and salvage awards to which it may be entitled pursuant to Articles 9 and 10 of said agreements.

(c) This Addendum supersedes any of the terms and provisions of General Order 12 (Codified) and Fiscal Regulations 7 to the extent inconsistent therewith. The adjustments provided for herein shall be calculated in accordance with Auditing and Accounting Instructions No. 38, which shall be final and conclusive in the form originally issued.

In witness whereof, the parties hereto have duly executed this Addendum in quadruplicate as of the day and year first above written,

UNITED STATES OF AMERICA,
By E. S. LAND, Administrator,
War Shipping Administration.

By -----
For the Administrator

By -----
[CORPORATE SEAL]
Attest:

Secretary
Approved as to form:

Assistant General Counsel,
War Shipping Administration.

§ 306.44b *Reservation of rights by the United States with respect to persons not executing the Second Disputes Addendum and/or the Special Addendum to the General Agency Service Agreement.* The disputes settled by the execution of the Second Disputes Addendum, prescribed by § 302.57a (General Order 11, Supplement 9), and the Special Addendum to the General Agency Service Agreement, prescribed by § 306.44a (General Order 21, Supplement 6), are based upon mutual concessions and adjustments between the parties to such addenda. Therefore, the execution of one or both of such forms of addenda by the United States with any person or company shall not, as between the United States and any person or company not a party to such addenda, constitute a waiver of any rights of the United States, or any admission by the United States of the legal or equitable right of any person or company to any action taken or concession made by the United States under such addenda. With respect to persons or companies not ex-

¹ *Supra.*

cuting said addenda, the United States reserves all rights to take any action without regard to any position taken or concession made in said addenda.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND,
Administrator.

DECEMBER 6, 1944.

[F. R. Doc. 44-18498; Filed, Dec. 6, 1944;
11:33 a. m.]

Notices

INTERSTATE COMMERCE COMMISSION.

APPOINTMENT OF PERMIT AGENTS FOR COTTON SHIPMENTS

Notice of appointment of permit agents under Service Order No. 249.

Pursuant to the authority vested in me by paragraph (d) of Service Order No. 249, the following permit agent is hereby appointed to issue permits pursuant to paragraph (c) of said order:

114. T. L. Cotten, Summit, Miss.

A copy of this notice has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of these appointments shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18543; Filed, Dec. 7, 1944;
10:46 a. m.]

[S. O. 70-A, Special Permit 720]

RECONSIGNMENT OF PEARS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, December 4, 1944, by Justman Frankenthal, of car MDT 6272, pears, now on the Chicago Produce Terminal, to Justman Frankenthal, New York (Erie).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the gen-

eral public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18538; Filed, Dec. 7, 1944;
10:40 a. m.]

[S. O. 70-A, Special Permit 721]

RECONSIGNMENT OF POTATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, December 4, 1944, by National Produce Company of car FGE 35549, potatoes, now on the Wood Street Terminal, to Taylor Fruit Company, Seymour, Indiana (Milwaukee).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18539; Filed, Dec. 7, 1944;
10:46 a. m.]

[S. O. 70-A, Special Permit 722]

RECONSIGNMENT OF GRAPES AT CINCINNATI, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Cincinnati, Ohio, December 4, 1944, by Eanzone & Palmicane Company, of car ART 22719, grapes, now on the Chesapeake and Ohio Railroad, to Economy Produce Company, Cleveland, Ohio (C&O-NKP).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American

Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 4th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18540; Filed, Dec. 7, 1944;
10:46 a. m.]

[S. O. 70-A, Special Permit 723]

RECONSIGNMENT OF POTATOES AT DECATUR, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Decatur, Illinois, December 5, 1944, by Westco Foods Company, of car ART 16991, potatoes, now on the Wabash Railroad, to Memphis, Tennessee (Web-IC).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18541; Filed, Dec. 7, 1944;
10:46 a. m.]

[S. O. 70-A, Special Permit 724]

RECONSIGNMENT OF ONIONS AT LOUISVILLE, KY.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Louisville, Kentucky, December 5, 1944, by Floway Bergart, of car WED 61593, onions, now on the B&O Railroad, to J. P. Linard, Charleston, S. C. (Sou. Ry.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of December 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-18542; Filed, Dec. 7, 1944;
10:46 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 188, Amdt. 20 to Order A-2]

PIANO PARTS

ADJUSTMENT IN MAXIMUM PRICE

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with § 1499.159b of Maximum Price Regulation No. 188, *It is ordered:*

Order No. A-2 issued under § 1499.159b of Maximum Price Regulation No. 188 is amended in the following respect:

1. A new paragraph (a) (18) is added at the end thereof to read as follows:

(18) *Piano parts.* (i) The purpose of this adjustment provision is to remove price impediments to the resumption of the production of piano parts, on which production restrictions have been removed. An adjustment in maximum prices may be made whenever it appears that the maximum price of any producer impedes the resumption of the production of piano parts.

(ii) Any adjusted maximum price under this provision will be limited to an amount equivalent to his total October 1941 costs to make and sell the article and such present increases in manufacturing costs as result from legal changes in material prices and straight-time factory wage rates. When a piano parts manufacturer is not substantially engaged in the production of commodities other than piano parts, then the adjusted price may also include an amount determined by applying his average percentage markup over total costs in the years 1936-1939 to his October 1941 unadjusted total costs.

This amendment shall become effective on the 4th day of October 1944.

Issued this 7th day of December 1944.

CHESTER BOWLES,
Administrator.

For the reasons set forth in the accompanying opinion and by virtue of the authority vested in me by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, I find that the issuance of Amendment No. 20 to Order A-2 under § 1499.159b of

Maximum Price Regulation No. 188 is necessary to aid in the effective prosecution of the war.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-18562; Filed, Dec. 7, 1944;
11:33 a. m.]

[Rev. R. O. 11, Administrative Exception
Order 7]

LEWIS PARK TRAILER PROJECT AT NORFOLK, VA.

EXEMPTION FROM FUEL OIL RATIONING REGULATIONS

It appears that the Housing Authority of the City of Norfolk, Virginia operates the Lewis Park trailer project, Norfolk, Virginia, for housing war workers. This project has, among other facilities at the project, 300 house trailer units which are used for dwelling purposes. Each dwelling unit is equipped with a fuel oil burning heater.

The fuel oil supplier delivers the fuel oil to the Housing Authority which in turn supplies the tenants with the fuel oil required by them in heating the dwelling units.

Under Revised Ration Order 11, application for a ration for the operation of fuel oil burning heaters must be made separately for each dwelling unit. Since the units are rented to war workers there are frequent changes in occupancy. It is pointed out that the turnover in tenants of the units average about 20 per month, and vacancies are immediately filled from a large waiting list. Although each ration holder is required to surrender to the Board all unused coupons when his ration expires because he has moved from the premises, many of these tenants may omit to do so. The frequent changes in occupants will also impose an increased burden upon the Board in requiring it to pass upon a separate application for each new occupant and to issue individual rations in each case.

Application has been made by the Housing Authority of the City of Norfolk for an administrative exception order under General Ration Order 1, permitting it, instead of each tenant of the Lewis Park trailer project, to apply in one application for a ration to operate the fuel oil burning heating equipment in all its dwelling units at the Lewis Park trailer project at Norfolk, Virginia.

The granting of such an exception order will not constitute an exception to or a waiver or variance of any provision setting forth standards of eligibility or need for fuel oil. Nor will the effectiveness or policy of Revised Ration Order 11 be defeated or impaired by permitting such application to be made and rations to be issued upon the conditions set forth in this exception order. *It is therefore ordered:*

(a) Housing Authority of the City of Norfolk may apply, in the manner provided in this order, to the War Price and Rationing Board having jurisdiction of the area, for a ration for the operation of the fuel oil burning heaters in its dwelling units at the Lewis Park trailer project, Norfolk, Virginia, even though the occupants of these units use, and are required to pay for, the fuel oil to

operate the equipment. Application for the heat ration shall be made on OPA Form R-1100 (Revised), and the applicant shall include in the application the total floor area of all the dwelling units at the project at the time of application, which are to be heated by fuel oil burning equipment. The Board may issue the ration to the applicant in accordance with this order.

(b) The allowable ration for heating the dwelling units included in the application shall be the amount of fuel oil needed for such purpose. However, the ration shall not exceed twice the maximum of the range (figured under section 5 of Appendix A of Revised Ration Order 11) for the total floor area submitted, reduced for the period for which it is issued as follows:

The appropriate percentages shown opposite the dates between which the ration is needed shall be determined from Revised Table VIII (OPA Form R-1130). The figure representing twice the maximum of the range shall be multiplied by the percentage which is the difference between the appropriate percentages so determined. If the dates are not listed, the appropriate percentages are determined by the Board from the nearest dates which are listed. No children's allowance shall be added.

(c) Coupon sheets representing the ration shall be issued, and fuel oil on hand for the purpose shall be deducted, in the manner provided in Revised Ration Order 11. If the applicant is required or, if eligible, desires to become a ration bank depositor, a ration check representing the ration shall be issued in the manner provided in Revised Ration Order 11.

(d) The ration issued pursuant to this order shall be used only to enable the applicant to acquire fuel oil for the purpose of supplying it to the occupants of the applicant's dwelling units for the operation of heating equipment in those dwelling units. However, no ration evidences acquired pursuant to this order shall be used to obtain fuel oil for equipment if the applicant knows or has reason to believe that the occupant using the equipment has a separate ration for its operation.

(e) Before any fuel oil may be acquired under this Order by any occupant of such dwelling units or by the applicant for the use of such occupant, the applicant must obtain from the occupant a signed statement that he has no valid fuel oil ration for the purpose of heating the premises. Each statement furnished to the applicant pursuant to this section shall constitute a representation to the Office of Price Administration, and must be retained by the applicant at its place of business for at least two years from the date of its receipt and made available at all times to the Office of Price Administration.

This order shall become effective December 8, 1944.

Issued this 7th day of December 1944.

MAX McCULLOUGH,
Deputy Administrator,
in Charge of Rationing.

[F. R. Doc. 44-18563; Filed, Dec. 7, 1944;
11:33 a. m.]

[MPR 120, Order 1158]

CALLAHAN COAL CO. ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND
PRICE CLASSIFICATIONS

Correction

In Federal Register document 44-18024, appearing on page 14084 of the issue for Tuesday, November 28, 1944, the last three price classifications for the table for Reynolds & Jones should each read "G".

Regional and District Office Orders.

[Region II 2d Rev. Order G-26 Under RMPR
122; Amdt. 8]

SOLID FUELS IN NEW YORK REGION

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-26 is amended in the following respects:

1. Paragraph (a) (1) is amended by adding the following tables of increases to the tables already incorporated:

For Sales of Anthracite Produced by William Penn Colliery Company and Prepared at Its William Penn Colliery near Shaft, Pa., Permitted Per Net Ton Increase Above Applicable Area Ceiling Price for Anthracite

Size:

Broken, egg, stove, nut, pea, buck-
wheat, and rice..... \$0.20

For Sales of Anthracite Produced by Jermyn-Green Coal Company, Inc. from No. 14, No. 6, and Butler Collieries, and Prepared at No. 14 Breaker, Permitted Per Net Ton Increase Above Applicable Area Ceiling Price for Anthracite

Size:

Broken, egg, stove, nut, pea, buck-
wheat and rice..... \$0.35

2. Paragraph (d) is amended by adding the following orders to the list of orders there enumerated:

Order No. G-49 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G-51 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G-52 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

This Amendment No. 8 to Second Revised Order No. G-26 shall become effective November 24th, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 24th day of November 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-18466; Filed, Dec. 6, 1944;
10:14 a. m.]

[Region II Rev. Order G-34 Under RMPR 122,
Amdt. 7]

SOLID FUELS IN NEW YORK REGION

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Revised Order No. G-34 is amended in the following respect:

1. Paragraph (d) is amended by adding the following orders to the list of orders there enumerated:

Order No. G-49 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G-51 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G-52 under §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

This Amendment No. 7 to Revised Order No. G-34 shall become effective November 24th, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 24th day of November 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-18465; Filed, Dec. 6, 1944;
10:13 a. m.]

[Region III Rev. Order G-1 Under RMPR 271,
Amdt. 1]POTATOES AND DRY ONIONS IN CLEVELAND,
OHIO, REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.1001, Article II, section 11 (c) (3) (iii) of Revised Maximum Price Regulation No. 271, it is hereby ordered, That:

1. The preamble of Revised Order No. G-1 under Revised Maximum Price Regulation No. 271 be and the same is hereby amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.1001, Article II, section 11 (c) (3) (iii) of Revised Maximum Price Regulation No. 271, it is hereby ordered, That:

2. Subparagraph (1) of section (b) of said order be and the same is hereby amended to read as follows:

(b) *Maximum prices for intermediate sellers.* (1) On and after the effective date of this order, the seller shall calculate his maximum prices for each lot or shipment of onions and potatoes by determining his base price as provided in Article II, section 11, as amended, of Revised Maximum Price Regulation No.

271. The seller shall next determine whether he is a first or second intermediate seller as defined in this order. He shall then add to his base price for each grade of dry onions and potatoes, the following appropriate markups:

(i) The appropriate markups as specified in Schedule A of this order for the particular distributive function which he performs on each individual sale with respect to dry onions.

(ii) The appropriate markups as specified in Schedule B of this order for the particular distributive function which he performs on each individual sale with respect to potatoes.

3. This order may be amended, modified or revoked at any time by the Office of Price Administration.

This amendment No. 1 shall be effective November 24, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4631)

Issued November 24, 1944.

BENNETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-18473; Filed, Dec. 6, 1944;
10:16 a. m.]

[Region III Order G-4 Under MPR 823,
Revocation]

FLUID MILK IN CLEVELAND, OHIO, REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.403 (c) of Maximum Price Regulation No. 329; It is hereby ordered, That:

1. Order No. G-4 under Maximum Price Regulation No. 329 (Purchases of milk from producers for resale as fluid milk) be and the same is hereby revoked;

2. The revocation of said Order No. G-4 under Maximum Price Regulation No. 329 be and the same is hereby made subject to all of the conditions, stipulations, and provisions of Supplementary Order No. 40 (Effect of repeal, revocation, amendment or other modification of price regulation) issued by the Price Administrator on April 2, 1943.

This order of revocation shall be effective November 22, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4631)

Issued November 22, 1944.

BENNETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-18473; Filed, Dec. 6, 1944;
10:14 a. m.]

[Region III Order G-23 Under 18 (c),
Amdt. 3]

FLUID MILK IN MICHIGAN

For the reasons set forth in the opinion attached hereto, and pursuant

to the authority vested in the Regional Administrator of Region III under the provisions of Supplementary Regulation No. 15 to the General Maximum Price Regulation and § 1351.807 of Maximum Price Regulation No. 280, and notwithstanding the provisions of § 1499.2 of the General Maximum Price Regulation, and § 1351.803 of Maximum Price Regulation No. 280, *it is hereby ordered, That:*

1. Paragraph 2 of Schedule A of Order No. G-20, as amended under § 1499.18(c) of the General Maximum Price Regulation, be and the same is hereby amended to read as follows:

(2) Adjusted maximum prices for the sale of fluid whole milk at retail or wholesale in the Counties of Allegan, Antrim, Barry, Benzie, Cass, Charlevoix, Clinton, Eaton, Emmet, Grand Traverse, Ionia, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, Saint Joseph, Van Buren, Wexford and Lapeer in the State of Michigan.

Type of Delivery, Container, Size and Adjusted Maximum Price

Retail, glass or other, one gallon or multiples thereof, 50¢ per gallon.

Retail, glass or paper, one-half gallon, 26¢ per half gallon.

Retail, glass or paper, one quart, 13½¢ per quart.

Retail, glass or paper, one pint, 7½¢ per pint.

Retail, glass or paper, one-half pint, 5¢ per half-pint.

Wholesale, glass or other, one gallon or multiples thereof, 43¢ per gallon.

Wholesale, glass or paper, one-half gallon, 22¢ per half-gallon.

Wholesale, glass or paper, one quart, 11½¢ per quart.

Wholesale, glass or paper, one pint, 6½¢ per pint.

Wholesale, glass or paper, one-half pint, 3½¢ per half-pint.

2. Paragraph 3 of Schedule A of said order be and the same is hereby amended to read as follows:

(3) Adjusted maximum prices for the sale of fluid whole milk at retail or wholesale in the Counties of Bay, Berrien, Branch, Calhoun, Hillsdale, Ingham, Jackson, Kalamazoo, Kent, Lenawee, Livingston, Midland, Saginaw, and Shiawasee in the State of Michigan.

Type of Delivery, Container, Size, and Adjusted Maximum Price

Retail, glass or other, one gallon or multiples thereof, 51¢ per gallon.

Retail, glass or paper, one-half gallon, 27¢ per half-gallon.

Retail, glass or paper, one quart, 14¢ per quart.

Retail, glass or paper, one pint, 8¢ per pint.
Retail, glass or paper, one-half pint, 6¢ per half-pint.

Wholesale, glass or other, one gallon or multiples thereof, 45¢ per gallon.

Wholesale, glass or paper, one-half gallon, 23¢ per half-gallon.

Wholesale, glass or paper, one quart, 12¢ per quart.

Wholesale, glass or paper, one pint, 7¢ per pint.

Wholesale, glass or paper, one-half pint, 3¾¢ per half-pint.

This Amendment No. 8 shall become effective November 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued November 20, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-18472; Filed, Dec. 6, 1944; 10:16 a. m.]

[Region III Order G-23 Under MPR 329, Revocation]

FLUID MILK IN CLEVELAND REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.408 (b), (c) and (f) of Maximum Price Regulation No. 329, *it is hereby ordered, That:*

1. Order No. G-23 under Maximum Price Regulation No. 329 (Purchases of milk from producers for resale as fluid milk) be and the same is hereby revoked;

2. The revocation of said Order No. G-23 under Maximum Price Regulation No. 329 be and the same is hereby made subject to all of the conditions, stipulations, and provisions of Supplementary Order No. 40 (Effect of repeal, revocation, amendment or other modification of price regulations) issued by the Price Administrator on April 2, 1943.

This order of revocation shall be effective November 22, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued November 22, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-18475; Filed, Dec. 6, 1944; 10:15 a. m.]

[Region III Order G-29 Under MPR 329, Revocation]

FLUID MILK IN CLEVELAND REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.408 (a) of Maximum Price Regulation No. 329, *it is hereby ordered, That:*

1. Order No. G-29 under Maximum Price Regulation No. 329 (Purchases of milk from producers for resale as fluid milk) be and the same is hereby revoked;

2. The revocation of said Order No. G-29 under Maximum Price Regulation No. 329 be and the same is hereby made subject to all of the conditions, stipulations, and provisions of Supplementary Order No. 40 (Effect of repeal, revocation, amendment or other modification of price regulations) issued by the Price Administrator on April 2, 1943.

This order of revocation shall be effective November 22, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued November 22, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[F. R. Doc. 44-18476; Filed, Dec. 6, 1944; 10:15 a. m.]

[Region III Order G-41 Under MPR 329]

FLUID MILK IN KENTUCKY

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.408 (b) and (f), of Maximum Price Regulation No. 329, *it is hereby ordered:*

(a) Any milk distributor in the Counties of Adair, Breathitt, Casey, Clinton, Cumberland, Estill, Garrard, Green, Jackson, Letcher, Lee, Lincoln, Magoffin, Marion, Menifee, Metcalfe, Monroe, Morgan, Owsley, Powell, Pulaski, Rockcastle, Russell, Taylor, Washington, Wayne and Wolfe in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$3.10 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each ¼ of 1% variation over or under 4%: *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(b) Any milk distributor in the Counties of Allen, Anderson, Ballard, Barren, Bath, Bell, Bourbon, Boyle, Bracken, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Carlisle, Carroll, Christian, Clark, Crittenden, Daviess, Edmonson, Elliott, Fayette, Franklin, Fleming, Fulton, Gallatin, Graves, Grant, Grayson, Hancock, Hardin, Harrison, Hart, Henry, Hickman, Hopkins, Jessamine, Lawrence, Lewis, Livingston, Logan, Lyon, Madison, Marshall, McClean, Meade, Mercer, Montgomery, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Pendleton, Robertson, Rowan, Shelby, Simpson, Spencer, Todd, Trigg, Trimble, Union, Warren, Webster and Woodford in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$3.45 per cwt., f. o. b. plant for "milk" of 4.0% butterfat content, plus or minus 5¢ for each ¼ of 1% variation over or under 4%: *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(c) Any milk distributor in the Counties of McCracken and Scott in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$3.80 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for

each $\frac{1}{10}$ of 1% variation over or under 4%, *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(d) Any milk distributor in the Counties of Boone, Campbell, Carter, Clay, Kenton, Knox, Laurel, Leslie, McCreary, Martin, Mason and Whitley in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$3.75 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%, *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(e) Any milk distributor in the Counties of Greenup and Boyd in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$3.90 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%, *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(f) Any milk distributor in the County of Henderson in the State of Kentucky may pay to producers for "milk" produced in said county and state an amount not to exceed \$4.00 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%, *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(g) Any milk distributor in the County of Jefferson in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$4.05 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%: *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order G-33 under Maximum Price Regulation No. 329.

(h) Any milk distributor in the County of Johnson in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$4.25 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%: *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order No. G-33 under Maximum Price Regulation No. 329.

(i) Any milk distributor in the Counties of Floyd, Harlan, Knott, Letcher, No. 245—3

Perry and Pike in the State of Kentucky may pay to producers for "milk" an amount not to exceed \$4.40 per cwt., f. o. b. plant, for "milk" of 4.0% butterfat content, plus or minus 5¢ for each $\frac{1}{10}$ of 1% variation over or under 4%: *Provided*, That such milk distributors shall be subject to the express restrictions of § 1351.402 (b) (c) (d) (e) and (f) of Maximum Price Regulation No. 329, except as is provided in Order No. G-33 under Maximum Price Regulation No. 329.

(j) Nothing herein shall be construed as amending, modifying, revoking or repealing any order, agreement or license issued pursuant to the Agricultural Marketing Agreement Act of 1937, and, in the event of any conflict between this order or any of the provisions thereof and any such order, agreement or license, or any of the provisions thereof, the provisions of such order, agreement or license shall prevail over those of this order.

(k) *Definitions*. (1) "Milk distributor" is defined to mean any individual, corporation, partnership, association, or any other organized group of persons or successors of the foregoing who purchases "milk" in a raw and unprocessed state for the purpose of resale as fluid milk in glass, paper, or other containers.

(2) "Producer" means a farmer, or other person or representative who owns, superintends, manages, or otherwise controls the operations of a farm on which "milk" is produced. For the purposes of this order, farmers' cooperatives are producers when (1) they do not own or lease physical facilities for receiving, processing, or distributing milk, and (2) they do own or lease physical facilities for receiving, processing or distributing milk, but they act as selling agents for producers, whether members of such cooperative or not.

(3) "Milk" means liquid cow's milk in a raw, unprocessed state, which is purchased for resale for human consumption as fluid milk. "In a raw, unprocessed state" means unpasteurized and not sold and delivered in glass or paper containers.

(l) As to the distributors designated in sections (a) to (i) inclusive of this order, this order supercedes and replaces the provisions of Order No. G-3 under Maximum Price Regulation No. 329 (Purchases of milk from producers for resale as fluid milk). Said Order No. G-3 under Maximum Price Regulation No. G-329 is therefore revoked as to fluid milk distributors located in the State of Kentucky.

(m) Each milk distributor increasing his price to producers for "milk" pursuant to the provisions of this order shall, within five days after such action, notify the Regional Office of the Office of Price Administration, Union Commerce Building, Cleveland, Ohio, by letter or postcard, of his price established pursuant to the provisions of this order, together with a statement of his previous price.

(n) This order may be modified, amended or revoked at any time by the Office of Price Administration.

This order shall become effective November 22, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued November 22, 1944.

BIRKETT L. WILLIAMS,
Regional Administrator.

[P. R. Dec. 44-12474; Filed, Dec. 6, 1944; 10:15 a. m.]

[Region VI Order G-106 Under 18 (c),
Amdt. 1]

COUNTRY ELEVATOR STORAGE OF SOYBEANS IN IOWA

An order accompanying this amendment has been issued simultaneously herewith. Paragraphs (b) and (c) of Order No. G-106 under § 1439.13 (c) of the General Maximum Price Regulation are amended to read as follows:

(b) *Maximum prices*. Providing the seller of storage services guarantees to make storage facilities available for a period of not less than 5 months, the maximum price per 60-lb. bushel for country elevator storage of 1944 crop soybeans, including insurance, shall be:

1. $0\frac{1}{4}\%$ for any 5-month period of storage or fraction thereof;
2. $1\frac{1}{3}\%$ for each day after the first 5-month period of storage;
3. 5% for in and out handling when such services are actually performed by the elevator.

No charges other than those above enumerated may be added for insurance, handling, grading, turning, loading, unloading, inspecting, or any other service connected with the receipt of soybeans for storage, maintenance during storage period, or delivery from elevator.

(c) *Alternative maximum prices*. A country elevator may accept storage of soybeans on a cubic feet or unit basis other than the basis set forth in paragraph (b) or without committing itself to make space available for 5 months or more as provided in paragraph (b). The maximum price for any storage of soybeans where storage is contracted for on some such other basis shall be the maximum price which the country elevator has established in March, 1942, for the storage of soybeans or if the country elevator shall not have stored soybeans in March, 1942, then the maximum price established for the storage of corn.

This amendment may be revoked, amended, or modified at any time.

This amendment No. 1 to Order No. G-106 shall become effective December 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 25th day of November 1944.

RAE E. WALTERS,
Regional Administrator.

[P. R. Dec. 44-12463; Filed, Dec. 6, 1944; 10:13 a. m.]

[Region VII Order G-1 Under Supp. Order 94]

ARMY BEDS AND MATTRESSES IN DENVER REGION

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and sections 11 and 13 of Supplementary Order No. 94, as amended, and for the reasons set forth in the accompanying opinion, this Order No. G-1 is issued.

(a) *What this order does.* This Order No. G-1 establishes maximum prices at the retail level for all sales to ultimate consumers or users of Class 1 used army doubledeck bunk beds and unused army mattresses for such beds, when sold in Region VII.

(b) *Geographical applicability.* This Order No. G-1 shall apply only to retail sales made in this Region VII, which includes the States of New Mexico, Colorado, Wyoming, Montana, and Utah, and that part of Coconino and Mohave Counties in the State of Arizona lying north of the Colorado River, that part of the State of Idaho lying south of the southern boundary of Idaho County, and the County of Malheur in the State of Oregon.

(c) *Maximum retail prices.* On and after the effective date hereof, the maximum prices for which Class 1 used army doubledeck bunk beds and unused army mattresses for such doubledeck bunk beds may be sold at retail, f. o. b. seller's place of business, shall be as follows:

Used Army doubledeck bunk beds, \$20.50 each.

Unused Army mattresses for doubledeck bunk beds, \$8.25 each.

(d) *Definitions.* (1) "Class 1 used Army doubledeck bunk bed" means a used army doubledeck bunk bed which at the time of sale meets the following requirements:

(i) No part is missing which is necessary to make the bed fully useful.

(ii) The bed must be in good condition, needs no further repair, has been repainted or sprayed with lacquer, has no damaged parts, appearance good, the springs complete with all helical springs in place, the fabric of the springs complete.

(2) "Sale at retail" means a sale by any person to any ultimate consumer or user.

(3) "Used Army doubledeck bunk bed" means an army doubledeck bunk bed constructed according to the specifications set forth below in paragraph (e) hereof, that was formerly owned by the United States Government and used by its military forces, then sold by the Treasury Department, Procurement Division, Office of Surplus Property, and which when sold under this Order No. G-1 meets the requirements herein specified for a Class 1 Used Army Doubledeck Bunk Bed.

(4) "Unused Army mattress for doubledeck bunk bed" means a mattress constructed according to the specifications set forth below in paragraph (f) hereof, that was formerly owned by the United States Government, but has never been used by its military forces or otherwise, and was sold by the Treasury Department, Procurement Division, Office of

Surplus Property, and which is at the time of sale under this Order No. G-1 in its original unused and undamaged condition.

(5) Except insofar as the same may be inconsistent with or contradictory of any of the terms and provisions of this Order No. G-1, the definitions as set forth in section 17 of Supplementary Order No. 94 are by reference incorporated herein and made a part hereof.

(e) *Specifications for used army doubledeck bunk beds.* All wood parts must be hardwood; wood head end 20" wide with 1 3/4" x 2 1/2" wood corner posts 39" high and 3 horizontal wood cross pieces; wood foot end 30" wide with 1 3/4" x 2 1/2" wood corner posts 27" high and two horizontal wood cross pieces; wood spring frame 30" x 78", with 3/4" x 4 1/2" frame pieces and link springs attached.

(f) *Specifications for unused army mattresses for doubledeck bunk beds.* Long fiber white felt mattresses covered with blue and white 6.15 oz. ticking, rolled edge, government standard tufted, 30" wide, 78" long, and 4" thick, weight 23 pounds.

(g) *Exempt sales.* The commodities covered by this Order No. G-1 are hereby expressly exempted from price control when sold by the Treasury Department, Procurement Division, Office of Surplus Property, or any other seller at any level above the retail level; that is to say, when sold to any person other than an ultimate consumer or user of said commodity.

(h) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(i) *Right to revoke or amend.* This order may be revoked, modified, or amended at any time by the Price Administrator or the Regional Administrator.

(j) *Effective date.* This Order No. G-1 shall become effective on the 24th day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 24th day of November 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-18462; Filed, Dec. 6, 1944;
10:12 a. m.]

[Region VII Order G-2 Under MPR 355,
Amdt. 1]

FABRICATED MEAT CUTS IN BLACKFOOT,
IDAHO, AREA

Pursuant to the authority vested in me by section 5 (c) of Maximum Price Regulation No. 336, section 5 (c) of Maximum Price Regulation No. 355, and section 5 (c) of Maximum Price Regulation

No. 394, this Amendment No. 1 to Order No. G-2 is issued.

1. Paragraph (2) of Order No. G-2 under Maximum Price Regulation No. 355 is hereby amended to read as follows:

(2) That such deficiency is caused by the fact that there are no dealers other than retailers selling fabricated meat cuts to purveyors of meals in the Blackfoot area;

2. This amendment No. 1 shall become effective on the 28th day of November 1944.

(56 Stat. 23, 765, 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; MPR No. 355, 8 F.R. 4423; MPR No. 394, 8 F.R. 3681; MPR 336, 8 F.R. 2859)

Issued this 28th day of November 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-18471; Filed Dec. 6, 1944,
10:16 a. m.]

[Region VII Order G-1 Under MPR 355,
Amdt. 1]

FABRICATED MEAT CUTS IN FORT MORGAN,
COLO., AREA

Pursuant to the authority vested in me by section 5 (c) of Maximum Price Regulation No. 336, section 5 (c) of Maximum Price Regulation No. 355, and section 5 (c) of Maximum Price Regulation No. 394, this Amendment No. 1 to Order No. G-1 is issued.

1. Paragraph (2) of Order No. G-1 under Maximum Price Regulation No. 355 is hereby amended to read as follows:

(2) That such deficiency is caused by the fact that there are no dealers other than retailers selling fabricated meat cuts to purveyors of meals in the Fort Morgan area;

2. This Amendment No. 1 shall become effective on the 28th day of November 1944.

(56 Stat. 23, 765, 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; MPR No. 355, 8 F.R. 4423; MPR No. 394, 8 F.R. 3681; MPR 336, 8 F.R. 2859)

Issued this 28th day of November 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-18470; Filed, Dec. 6, 1944;
10:16 a. m.]

[Region VIII Order G-3 Under Supp. Order
94]

NAVY FUEL TANKS IN SAN FRANCISCO
REGION

For the reasons set forth in an accompanying opinion and pursuant to the authority conferred upon the Regional Administrator by sections 11 and 13 of Supplementary Order Number 94 and Price Operating Instruction General, Number 15 for Supplementary Order Number 94 it is ordered as follows:

The maximum prices of 7½-gallon Navy fuel tanks purchased from the Procurement Division of the Treasury Department shall be as follows:

Item	Maximum wholesale price	Maximum retail price
(1) New 7½-gallon container.	\$1.00	\$1.50
(2) Raw used 7½-gallon container.	.25	.45
(3) Reconditioned 7½-gallon container.	.60	.69

"Raw used container" means a used container which has been emptied, but has not been reconditioned for reuse after the last emptying;

"Reconditioned container" means a raw used container which has been subjected to either a basic or total reconditioning, as defined herein, necessary to make the raw used container fit for reuse;

"Basic reconditioning" of a used container means cleaning, culling, cutting out of the head and painting if necessary or required by the customer;

"Total reconditioning" of a container means the performance of the basic reconditioning as defined herein plus any or all of the following services which may be necessary or which may be required by the purchaser; dedenting, chaining, or tumbling, cooking and soaking, sandblasting or steel brushing, straightening chines, application of coating or lining required in food drums (except Heresite lining), and welding of all leaks up to and including 1 inch in length or diameter except chime or flange leaks;

Sellers at retail must post a notice at a place where the containers are offered for sale stating whether the containers are new, reconditioned, or raw used, with the maximum prices for such containers.

This order shall apply to all sales and deliveries in the States of California, Washington, Nevada, Oregon, except Malheur County, and Arizona, except those portions of Coconino County and Mohave County lying north of the Colorado River; and the following counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

This order may be amended, corrected, or revoked at any time.

This order shall take effect November 30, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 27th day of November 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44-18460; Filed, Dec. 6, 1944; 10:12 a. m.]

[Region VIII Order G-1 Under MPR 429]
REBUILT BICYCLES IN LOS ANGELES, CALIF., AREA

For the reasons set forth in an accompanying opinion, and pursuant to the authority conferred upon the Regional

Administrator by section 9 of Maximum Price Regulation Number 429, as amended, it is ordered, That the maximum prices for sales at retail of the following bicycles shall be as follows:

Item	Maximum price
(1) "Rebuilt" Old Style American 26" to 28" single tube high pressure tire bicycle.	\$34.69
(2) "Rebuilt" American Balloon tire type, or "Rebuilt" American Lightweight 26" by 1.375 tire and tube bicycle.	49.69

Provided, That such bicycles shall carry a guarantee set forth on a tag affixed to the bicycle and reading as follows:

(1) *Guarantee.* This bicycle has been completely rebuilt and bears our guarantee against defective parts or workmanship for a period of ninety (90) days from date of purchase. This bicycle has been completely stripped to the frame which has been straightened and, where required, welded, and has been placed in a tank of lye for eight hours or more, and then candied. The frame, forks, and fenders have had an undercoat, base coat, and two coats of color lacquer, and have been then polished and waxed. All other parts requiring finish have been finished or refinished. All parts have been overhauled or replaced with new parts, and repacked with new grease.

(2) *Information.*
Firm name.....
Address.....
Type of bicycle.....
Date sold..... Ceiling price.....

The following new parts have been furnished in the rebuilding of this bicycle (indicated by X):

1. Front axle set.
2. Coaster brake parts.
3. Crank fittings.
4. Head set.
5. Pedals.
6. Fenders and braces.
7. Seat.
8. Handle bars and post.
9. Grips.
10. Kick stand reflector.
11. Chain.
12. Tires.
13. Tubes.
14. Rim stripes.
15. Rims.
16. Wheel spokes.
17. Fork.

"Rebuilt" bicycle means a high pressure tire bicycle which contains new parts numbers 1 through 17 above mentioned; and American Balloon Tire and Lightweight 26 inch by 1.375 tire and tube bicycle which contain new parts numbers 1 through 12.

This order shall apply to all sales and deliveries in the area included within a radius of 25 miles of the city hall of Los Angeles including but not limited to the following cities and towns:

Alhambra, Altadena, Arcadia, Bellflower, Beverly Hills, Burbank, Canoga Park, Compton, Culver City, Downey, Eagle Rock, El Monte, Gardena, Glendale, Hawthorne, Huntington Park, Lynwood, Inglewood, Long Beach, Monrovia, Monte Bello, Monterey Park, Montrose, No. Hollywood, Pasadena, Redondo Beach, San Fernando, San Marino, San Gabriel, San Pedro, Santa Monica, South Pasadena, Southgate, Torrance, Van Nuys, Venice, Vernon, Westwood Village, Whittier, and Wilmington.

This order may be amended, corrected, or revoked at any time.

This order shall take effect December 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 27th day of November 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44-18459; Filed, Dec. 6, 1944; 10:11 a. m.]

[Region VIII Order G-9 Under 3 (a)]

WESCO MERCANTILE Co.

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in the accompanying opinion and pursuant to the authority conferred upon the Regional Administrator of the Office of Price Administration by § 1499.3 (e) of the General Maximum Price Regulation, it is hereby ordered:

(a) The maximum prices of Wesco Mercantile Company, 623-27 West Washington Boulevard, Los Angeles, California, for sales to retailers of ½" cotton woven hile elastic webbing in black or gray, salvaged from rejected elastic headgear purchased from the United States Army through the Treasury Department of Procurement, and the maximum prices for sales at retail by persons who are unable to establish a price therefor under § 1499.2 of the General Maximum Price Regulation, shall be as follows:

Sales by Wesco Mercantile Co. to retailers	Maximum price per pound	Maximum price per cup
Separate 15" strips.	\$1.00	\$3.00
Unseparated strips.	.69	
Salvaged retail 15" strips (each).		Maximum price \$3.00
Unseparated strips, "each".		.69

(b) This order shall apply to sales in the following counties in the State of California: Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

(c) This order shall be subject to revocation or amendment at any time hereafter, either by special order or by any price regulation issued hereafter, or by any supplement or amendment hereafter issued as to any price regulation, the provisions of which may be contrary hereto.

(d) This order shall become effective November 27, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; and E.O. 9328, 8 F.R. 4631)

Issued this 22d day of November 1944.

CHAS. R. BAIRD,
Regional Administrator.

[F. R. Doc. 44-18453; Filed, Dec. 6, 1944; 10:11 a. m.]

[Region VIII Order G-15 Under RMFR 333]

CURRENT RECEIPT SHELL EGGS IN CALIFORNIA

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Re-

gional Administrator of the Office of Price Administration by section 3.3 (a) of Revised Maximum Price Regulation No. 333. It is hereby ordered:

(a) The adjusted maximum price of currently produced, clean, current receipt shell eggs, containing no visible checks, produced and sold and delivered in the State of California by a producer to any buyer (other than an ultimate consumer), shall be as follows, according to their minimum weight specifications:

	Minimum weight	
	Per doz. (ounces)	Per 30 doz. (pounds)
Adjusted maximum price:		
Maximum price of large grade A eggs less 5¢ per doz.	24.	45.
Maximum price of medium grade A eggs less 5¢ per doz.	21.	40.
Maximum price of small grade A eggs less 5¢ per doz.	Less than 21.	Less than 40.

(b) Definitions. For the purpose of this order: (1) "Current receipt eggs" means shell eggs subject to Revised Maximum Price Regulation No. 333 whose interior grade has not been determined and which have not been placed in storage;

(2) All other words and phrases bear the definitions stated in Revised Maximum Price Regulation No. 333 unless the context clearly requires otherwise.

(c) This order may be revoked, amended, or corrected at any time. (56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

This order shall become effective on November 22, 1944.

Issued this 20th day of November 1944.

CHAS. R. BARD,
Regional Administrator.

[F. R. Dec. 44-18461; Filed, Dec. 6, 1944; 10:12 a. m.]

[Region II Rev. Order G-4 Under MPR 426]

CRANBERRIES IN PITTSBURGH, PA.
Amendment No. 1 to Revised Order No. G-4 under Maximum Price Regulation No. 426. Markups for sales of certain fresh fruits and vegetables ex Pittsburgh Produce Terminal Building by primary receivers.

For the reasons stated in the accompanying opinion Revised Order No. G-4 under Maximum Price Regulation No. 426 is amended as follows:

[Region II Order G-52 Under RMPR 122]
PENNSYLVANIA ANTHRACITE IN DESIGNATED COUNTIES IN NEW YORK

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.269 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) What this order does—(1) Dealers' maximum prices: area covered. If you are a dealer in "Pennsylvania anthracite", this order fixes the maximum prices which you may charge, and if you are a purchaser in the course of trade or business, this order fixes the maximum prices which you may pay, for certain sizes and quantities of "Pennsylvania anthracite" (hereinafter called simply "anthracite") delivered to or at any point in State of New York—Coal Area V. That area comprises twelve counties in the State of New York, falling into twelve zones as follows:

Zone 1—Zone 1 includes all of Onondaga County.

Zone 2—Zone 2 includes Cayuga County, except the towns of Sterling, Victory and Ira.

Zone 3—Zone 3 includes all of Seneca County and the City of Geneva and town of Geneva in Ontario County.

Zone 4—Zone 4 includes Ontario County, except the City and Town of Geneva; Wayne County, except the Towns of Ontario, Williamson, Sodus, Huron, Wolcott, Rose and Butler.

Zone 5—Zone 5 includes the City of Oswego and the Towns of Oswego, Minetto and Scriba in Oswego County.

Zone 6—Zone 6 includes the City of Fulton and Towns of Granby, Hannibal and Volney in Oswego County.

Zone 7—Zone 7 includes: all of Jefferson County;

Oswego County, except the Cities of Oswego and Fulton, and the Towns of Hannibal, Granby, Volney, Oswego, Minetto, and Scriba;

Lewis County, except the Town of Diana; In Cayuga County, the Towns of Sterling, Victory and Ira;

In Wayne County, the Towns of Ontario, Williamson, Sodus, Huron, Wolcott, Rose and Butler;

In Oneida County, the Towns of Vienna, Florence, Camden, Anneville, Ava, Boonville, Steuben, Forestport, Remsen and Trenton;

In Herkimer County, the Towns of Newport, Norway, Salisbury, Russia and Ohio.

Zone 8—Zone 8 includes all of St. Lawrence County and the Town of Diana in Lewis County, and the Town of Webb in Herkimer County.

Zone 9—Zone 9 includes Herkimer County, except the Towns of Newport, Norway, Salisbury, Russia, Ohio and Webb.

Zone 10—Zone 10 includes the City of Utica and the Towns of New Hartford, Whitestown, Marcy, Floyd and Dearsfield in Oneida County.

Zone 11—Zone 11 includes the City of Rome and the Towns of Rome, Lee, Western, and Westmoreland in Oneida County.

Zone 12—Zone 12 includes all of Madison County, and the Towns of Verona, Vernon, Augusta, Kirkland, Marshall, Paris, Sangerfield and Bridgewater in Oneida County.

(2) Schedules of prices, charges and discounts. The applicable prices, authorized charges, and required discounts, from which you shall determine the maximum prices for designated sizes and quantities of anthracite delivered within Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 are set forth in Schedules I, II, III, IV, V, VI, VII, VIII, IX, X, XI, and XII, respectively.

(3) To what sales this order applies. If you are a dealer in anthracite, you are bound by the prices, charges and discounts, and by all other provisions of this order for all deliveries within Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

You shall determine the maximum price for "direct-delivery" sales, as hereinafter defined, by reference to the appropriate schedule of this order covering the zone in which the purchaser takes physical possession or custody of the anthracite.

(b) What this order prohibits. Regardless of any contract or other obligation, you shall not:

(1) Sell or, in the course of trade or business, buy anthracite of the sizes and in the quantities set forth in the schedule herein, at prices higher than the maximum prices computed as set forth in paragraph (c) of this order, although you may charge, pay, or offer less than maximum prices.

(2) Obtain any price higher than the applicable maximum price by:

(i) Changing the discounts authorized herein, or

(ii) Charging for any service which is not expressly requested by the buyer, or

(iii) Charging for any service for which a charge is not specifically authorized by this order, or

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED—Continued

MAXIMUM PRICE PER TON FOUND BAG (BAG INCLUDED)

Size	Delivered at dealer's yard		Dolli-ered to retail stores	Sales to utility, manu-factur-ing com-panies
	To dealers for resale	To consumers		
Egg stove, nut.....	\$0.00	\$0.075	\$0.075	\$0.76
Pea.....	.025	.00	.00	.076
Buckwheat.....	.46	.48	.48	.69
Rice.....	.405	.48		.69

MAXIMUM PRICE PER 10 POUND BAG (BAG INCLUDED)

Size	Delivered at dealer's yard		Dolli-ered to retail stores	Sales to utility, manu-factur-ing com-panies
	To dealers for resale	To consumers		
Egg stove, nut.....	\$0.40	\$0.45	\$0.45	\$0.79
Pea.....	.35	.40	.40	.45
Buckwheat.....	.30	.35	.35	.40
Rice.....	.275	.355		.375

MAXIMUM PRICE PER BAG FOR OTHER UNITS

For sales of anthracite bagged in units other than 60 lbs., 75 lbs., and 100 lbs., maximum prices shall be calculated proportionately on the basis of the maximum prices applicable to sales of bagged coal in 100 lb. units. Such prices shall include the bag.

(c) *Schedule II*. Schedule II establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 2. There is a table of prices for "direct-delivery" sales and two tables of prices for "yard sales".

(1) *Sales on a "direct-delivery" basis.*

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Delivered at dealer's yard		Dolli-ered to retail stores	Sales to utility, manu-factur-ing com-panies
	To dealers for resale	To consumers		
Broken, egg, stove, nut.....	\$13.00	\$7.10	\$7.10	\$9.00
Pea.....	12.00	6.35	6.35	8.00
Buckwheat.....	11.00	5.25	5.25	7.00
Rice.....	8.50	4.25	4.25	6.00
Barley.....	7.50	4.00	4.00	5.00

(2) *"Yard sales" to consumers.*

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 100 lbs. or more	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/2 ton	Per 100-lb. bag
	1/2 ton or more		
Broken, egg, stove, nut.....	\$13.20	\$0.80	\$0.45
Pea.....	11.00	.70	.35
Buckwheat.....	8.00	.65	.35
Rice.....	7.00	.65	.35
Barley.....	6.00	.65	.35
Screenings.....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within 15 days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(3) *"Yard sales" within the city of Syracuse, to dealers for resale.*

Per net ton for sales of 1/2 ton or more

Broken, Egg Stove, Nut.....	\$11.15
Pea.....	9.15
Buckwheat.....	7.40
Rice.....	6.50
Barley.....	5.50

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (3) of this schedule, for payment within fifteen days after delivery, 10¢ per net ton on broken, egg, stove, and nut, 10¢ on pea and buckwheat, and 5¢ on rice and barley.

(4) *"Bagged coal."*

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Delivered at dealer's yard		Dolli-ered to retail stores	Sales to utility, manu-factur-ing com-panies
	To dealers for resale	To consumers		
Egg stove, nut.....	\$0.80	\$0.80	\$0.80	\$1.00
Pea.....	.70	.70	.70	.80
Buckwheat.....	.65	.65	.65	.75

(d) *Schedule I*. Schedule I establishes specific maximum prices for certain sizes of anthracite, in certain quantities, delivered to or at any point within Zone 1. There is a separate table of prices for "direct-delivery" sales, "yard sales" to consumers, "yard sales" to dealers for resale, and "bagged coal".

(1) *Sales on a "direct-delivery" basis:*

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per net 1/2 ton	Per net 1/4 ton	Per 100-lb. bag
Broken, egg, stove, nut.....	\$13.00	\$7.25	\$3.50	\$0.80
Pea.....	11.00	6.15	3.35	.80
Buckwheat.....	9.00	5.10	2.80	.40
Rice.....	8.00	4.60	2.60	.65
Barley.....	7.00	4.10	2.35	
Screenings.....	4.00	2.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within 15 days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "wheel" (ex-cept for sales amounting to less than one ton).

Carrying up to 100 lbs or 50¢ per net ton for each seven steps or fraction thereof beyond the 6th step up or down (except for sales amounting to less than one ton).

Trimming..... 10¢ per net ton.
For deliveries involving hauling beyond five miles from the dealer's yard, thereof beyond five miles from the dealer's yard.

(iv) Charging a price for any service higher than the schedule price for such service, or

(v) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(vi) Using any other device by which a higher price than the applicable maximum price is obtained, directly or indirectly.

(c) *How to compute maximum prices.* You must figure your maximum price as follows:

(1) *Use the schedule which covers your sale.* (Schedule 1 contains a separate table or tables of prices for "direct-delivery" sales and "yard sales", as well as for "bagged coal", within Zone 1. You will find Schedule I in paragraph (d). In like manner Schedules II, III, IV, V, VI, VII, VIII, IX, X, XI, and XII contain separate tables of prices for "direct-delivery" sales and "yard sales" in Zones 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, respectively. You will find Schedule II in paragraph (e), Schedule III in paragraph (f), Schedule IV in paragraph (g), Schedule V in paragraph (h), Schedule VI in paragraph (i), Schedule VII in paragraph (j), Schedule VIII in paragraph (k), Schedule IX in paragraph (l), Schedule X in paragraph (m), Schedule XI in paragraph (n), and Schedule XII in paragraph (o)).

(2) Take the dollars-and-cents figure given in the applicable table or the applicable schedule, for the size and quantity you are selling.

(3) Deduct from that figure the amount of the discount which you are required to give, as specified therein. Where a discount is required, you must state it separately on your invoice.

(4) If, at your purchaser's request, you actually render him a service for which this order authorizes a charge, you may add to the figure obtained as above no more than the maximum authorized service charge. You must state that charge separately on your invoice. The only authorized service charges are those provided for in the schedules.

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton, where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
"Carry" or "Wheel"-----

\$0.50 per net ton.
\$0.30 per net ½ ton.
\$0.20 per net ¼ ton.
Carrying upstairs or downstairs for each full flight above or below the ground floor. This charge shall be in addition to any charge for "Carry" or "Wheel".
For deliveries involving hauling beyond five miles from dealer's yard.

Carrying upstairs or downstairs for each full flight above or below the ground floor. This charge shall be in addition to any charge for "Carry" or "Wheel".
For deliveries involving hauling beyond five miles from dealer's yard.

(2) "Yard sales" (except sales within the City of Auburn to dealers for resale).

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1/4 ton or more	Per 100 lbs. (for 100 lbs. or more, but less than 1/4 ton)
Broken, egg, stove, and nut.	\$12.85	\$0.80
Pea.	11.30	.70
Buckwheat.	9.15	.60
Rice.	8.10	.55
Barley.	7.10	
Screenings.	3.00	

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(3) "Yard sales" within the city of Auburn to dealers for resale.

Size:	Per net ton
Broken, Egg, Stove, Nut.	\$11.32
Pea.	9.53
Buckwheat.	7.83
Rice.	6.93
Barley.	5.93

(1) Schedule III. Schedule III establishes specific maximum prices for cer-

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
"Carry" or "Wheel" (except for sales amounting to less than one ton).
Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel.

For deliveries involving hauling beyond four miles from the dealer's yard.

15¢ per net ton for each mile or fraction thereof beyond four miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1/4 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/4 ton	Per 50-lb. bag
Broken, egg, stove, and nut.	\$12.35	\$0.80	\$0.45
Pea.	11.55	.70	.40
Buckwheat.	9.55	.60	.35
Rice.	8.35	.55	
Barley.	7.35		
Screenings.	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 75¢ per net ton, where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(g) Schedule IV. Schedule IV establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any

point within Zone 4. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) Sales on a "direct-delivery" basis.

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/4 ton	Per 50-lb. bag
Broken, egg, stove, and nut.	\$14.15	\$1.00	\$0.50
Pea.	12.65	.85	.45
Buckwheat.	10.25	.65	.40
Rice.	9.10	.60	.35
Barley.	8.10	.55	.30
Screenings.	4.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "wheel" (except for sales amounting to less than one ton).
Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel.

For deliveries involving hauling beyond four miles from the dealer's yard.

50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1/2 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/2 ton	Per 60-lb. bag
Broken, egg, stove, nut.....	\$14.10	\$0.50	\$0.45
Pea.....	12.30	.70	.40
Blockwheat.....	10.15	.50	.35
Rice.....	9.10	.55	
Barley.....	8.10		
Screenings "A".....	3.75		
Screenings "B".....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(1) *Schedule VII*. Schedule VII establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 7. There is a separate table of prices for "direct-delivery" sales and "yard sales."

(1) *Sales on a "direct-delivery" basis*. For SALE 1 OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per 1/2 ton	Per 100 lbs.
Broken, egg, stove, nut.....	\$14.10	\$7.05	\$0.50
Pea.....	12.30	6.15	.70
Blockwheat.....	10.15	5.08	.50
Rice.....	9.10	4.55	.55
Barley.....	8.10	4.05	
Screenings "A".....	3.75		
Screenings "B".....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "Wheel" (except for sales amounting to less than 50¢ per net ton.

Carrying upstairs or downstairs for each full flight above 15¢ per net ton.

or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel.

For deliveries involving hauling beyond four miles from the dealer's yard.

50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1/2 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/2 ton	Per 60-lb. bag
Broken, egg, stove, nut.....	\$14.10	\$0.50	\$0.45
Pea.....	12.30	.70	.40
Blockwheat.....	10.15	.50	.35
Rice.....	9.10	.55	
Barley.....	8.10		
Screenings "A".....	3.75		
Screenings "B".....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(1) *Schedule VI*. Schedule VI establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 6. There is a separate table

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

"Carry" or "Wheel".....

Carrying upstairs or downstairs for each full flight above 15¢ per net ton.

or below the ground floor. This charge shall be in addition to any charge for carry or wheel.

For deliveries involving hauling beyond four miles from the dealer's yard.

50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

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50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1/2 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than 1/2 ton	Per 60-lb. bag
Broken, egg, stove, nut.....	\$13.05	\$0.50	\$0.45
Pea.....	12.15	.70	.40
Blockwheat.....	9.75	.50	.35
Rice.....	8.60	.55	
Barley.....	7.60		
Screenings.....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(1) *Schedule V*. Schedule V establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 5. There is a separate table of prices for "direct-delivery" sales and "yard sales."

(1) *Sales on a "direct-delivery" basis*. For SALE 1 OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

FOR SALE 1 OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per 1/2 ton	Per 100 lbs.
Broken, egg, stove, nut.....	\$13.05	\$6.53	\$0.50
Pea.....	12.15	6.08	.70
Blockwheat.....	9.75	4.88	.50
Rice.....	8.60	4.33	.55
Barley.....	7.60	3.80	
Screenings.....	3.00		

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES—Continued

Special service rendered at the request of the purchaser—Con.
 "Carry" or "Wheel" (Except for sales amounting to less than ½ ton). 75¢ per net ton.

Carrying upstairs for each floor above the ground floor (Except for sales amounting to less than $\frac{1}{2}$ ton). This charge shall be in addition to any charge for "carry" or "wheel!"

Bagging (Putting coal in bags furnished by the purchaser, 50¢ per net ton. or bags to be returned to dealer—for the purpose of facilitating delivery).

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND
IN THE QUANTITIES SPECIFIED TO DEALERS AND
TO CONSUMERS

Size	Sales to dealers	
	Per net ton lot sales of 1/2 ton or more	Per 100 lbs. or more 100 lbs. or more but less than 1/2 ton, subject to bagging charges below if shipped in bulk, or less than 1/2 ton, subject to charges of bulk class
Broken, egg, stove, nut	\$13.25	\$0.70
P.c.a.	11.45	.60
Crackwheat	9.80	.55
Barley	8.00	.50
Bar	7.50	.50
S screenings	2.80	

SALES TO CONSUMERS

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for 100 lbs. or more but less than ½ ton, subject to bagging charge be- low if bagged at re- quest of purchaser	Per 100-lb. bag, bag fur- nished by dealer and returned by purchaser	Per 50-lb. bag, bag fur- nished by dealer and returned by purchaser
Broken, egg stove, nut	\$14.45	\$0.80	90	70
Pea	12.65	.70	80	45
Buckwheat	11.00	.65	70	40
Rice	8.80	.60		
Barley	7.20			
Oats	6.60			

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of $\frac{1}{2}$ ton or more, a discount of 50¢ per net ton and 25¢ per net $\frac{1}{2}$ ton, where payment is made within ten days after delivery.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
 "Carry" or "Wheel" (except for sales amounting to less than one ton). 50¢ per net ton.

Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel.

any charge for curvy or wheel.
For deliveries involving hauling beyond four miles from 50¢ per net ton for each four miles or fraction thereof beyond four miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED TO DEALERS AND TO CONSUMERS

Size	SALES TO DEALERS		SALES TO CONSUMERS	
	Per net ton for sales of 24 ton or more	Per net ton for sales of 100 lbs. or more	Per 100 lbs. for sales of 100 lbs. or more, but less than $\frac{1}{2}$ ton	Per 50 lb. bag
Broken, egg, stove, nut.....	\$12.00	\$14.10	\$0.80	\$0.45
Pea.....	18.00	19.05	.70	.40
Black-wheat.....	8.80	10.00	.60	.35
Barley.....	7.80	9.00	.55	-----
Cereals.....	3.00	3.00	-----	-----

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 50¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(3) *Special addition for sales from yards located in Alexandria Bay, Jefferson County.* You may add to the maximum prices for "direct-delivery" sales and "yard sales" set out in tables (1) and (2) an amount equal to the difference between the "direct-delivery" sales and "yard sales" set out in tables (1) and (2) and the "direct-delivery" sales and "yard sales" set out in tables (1) and (2) for the same month.

(2) above, for sales in quantities of $\frac{1}{2}$ ton or more, \$1.00 per net ton and 50¢ per net $\frac{1}{2}$ ton where deliveries are made from yards located in Alexandria Bay, Jefferson County.

(k) *Schedule VIII.* Schedule VIII establishes specific maximum prices for certain sizes (of anthracite, in certain specific quantities, delivered to or at any point within Zone 8. There is a separate table of prices for "direct-delivery" sales and "yard sales").

(1). Sales on a "direct-delivery" basis.

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per net $\frac{1}{2}$ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than $\frac{1}{2}$ ton
Broken, eggs, stove, nut.	\$16.25	\$8.16	\$0.90
Buckwheat.....	13.45	7.25	.80
Rye.....	11.80	6.40	.75
Oats.....	10.60	5.60	.70
Barley.....	10.00	5.00	-----
Sorghum.....	4.00	3.00	-----
Corn.....	4.30	2.10	-----
Seedlings.....	-----	-----	-----

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of $\frac{1}{2}$ ton or more, a discount of 50% per net ton and 25% per net $\frac{1}{2}$ ton, where payment is made within ten days after delivery. Nothing herein requires you to sell on other than a cash basis.

MINIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

Delivery: Within limits of city or village in which selling yard is. No charge.

located.
Within area two miles beyond above limits ("free delivery" - No charge.

ery zone").
Beyond "free delivery zone" ----- 25¢ per truck-load mile. (25¢ per truck load, calculating mileage one way only.)

tain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 11. There is a separate table of prices for "direct-delivery" sales and "yard sales".

(1) *Sales on a "direct-delivery" basis.*
FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$14.10	\$7.20	\$3.60	\$0.60	\$0.60
Pea.....	12.25	6.13	3.06	.50	.50
Buckwheat.....	9.00	4.50	2.25	.35	.35
Rice.....	8.00	4.00	2.00	.30	.30
Barley.....	8.00	4.00	2.00	.30	.30
Screenings.....	4.00	2.00	1.00	.15	.15

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 25¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than 1 ton).
For deliveries involving hauling beyond 2 miles from the dealer's yard.

50 cents per net ton.

15 cents per net ton for each mile or fraction thereof beyond 2 miles from the dealer's yard.

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 25¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(2) *Schedule XII. Schedule XII establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 12. There is a separate table of prices for "direct-delivery" sales and "yard sales".*

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$13.85	\$0.80	\$0.45
Pea.....	11.80	.70	.40
Buckwheat.....	8.00	.60	.35
Rice.....	8.00	.60	.35
Barley.....	7.00	.50	.30
Screenings.....	3.00	.15	.15

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of broken, egg, stove, nut and pea sized, in quantities of one ton or more, a discount of 25¢ per net ton where payment is made cash on delivery, and a discount of 75¢ per net ton where payment is made within fifteen days after delivery. On sales of buckwheat, rice and barley sized, in quantities of one ton or more, you shall deduct a discount of 50¢ per net ton where payment is made cash on delivery.

(n) *Schedule XI. Schedule XI establishes specific maximum prices for cer-*

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than 1 ton).
For deliveries involving hauling beyond 2 miles from the dealer's yard.

50 cents per net ton.

15 cents per net ton for each mile or fraction thereof beyond 2 miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$13.85	\$0.80	\$0.45
Pea.....	11.80	.70	.40
Buckwheat.....	8.00	.60	.35
Rice.....	8.00	.60	.35
Barley.....	7.00	.50	.30
Screenings.....	3.00	.15	.15

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
"Carry" or "Wheel" (except for sales amounting to less than one ton).
Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel.
For deliveries involving hauling beyond five miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of 1 ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$13.85	\$0.80	\$0.45
Pea.....	11.80	.70	.40
Buckwheat.....	8.00	.60	.35
Rice.....	8.00	.60	.35
Barley.....	7.00	.50	.30
Screenings.....	3.00	.15	.15

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of all sizes except screenings, in quantities of one ton or more, a discount of 75¢ per net ton where payment is made within ten days after delivery. Nothing in this subparagraph requires you to sell on other than a cash basis.

(m) *Schedule X. Schedule X establishes specific maximum prices for certain sizes of anthracite, in certain specific quantities, delivered to or at any point within Zone 10. There is a separate table of prices for "direct-delivery" sales and "yard sales".*

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:

Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton).
For deliveries involving hauling beyond 5 miles from the dealer's yard.

50 cents per net ton for each 5 miles or fraction thereof beyond 5 miles from the dealer's yard.

(1) Sales on a "direct-delivery" basis.

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton	Per net ½ ton	Per net ¼ ton	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$14.40	\$7.45	\$3.85	\$0.90	\$0.50
Pea.....	12.80	6.65	3.45	.80	.45
Buckwheat.....	10.25	5.40	2.80	.70	.40
Rice.....	9.35	4.95	2.60	.65	---
Barley.....	8.35	4.45	2.35	---	---
Screenings "A".....	6.00	3.00	---	---	---
Screenings "B".....	4.00	2.00	---	---	---

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (1) of this schedule, on sales and deliveries of broken, egg, stove, nut and pea sizes, in quantities of one ton or more, a discount of \$1.00 per net ton where payment is made cash on delivery, and a discount of 50¢ per net ton where payment is made within fifteen days after delivery. On sales and deliveries of buckwheat, rice and barley sizes, in quantities of one ton or more, you shall deduct a discount of 50¢ per net ton for payment within fifteen days after delivery.

MAXIMUM AUTHORIZED SERVICE CHARGES

Special service rendered at the request of the purchaser:
 "Carry" or "Wheel" (except for sales amounting to less than one ton). 50 cents per net ton.
 Carrying upstairs or downstairs for each full flight above or below the ground floor (except for sales amounting to less than one ton). This charge shall be in addition to any charge for carry or wheel. \$1 per net ton.
 For deliveries involving hauling beyond five miles from the dealer's yard. 50 cents per net ton for each 5 miles or fraction thereof beyond 5 miles from the dealer's yard.

(2) "Yard sales".

FOR SALES OF ANTHRACITE OF THE SIZES AND IN THE QUANTITIES SPECIFIED

Size	Per net ton for sales of ½ ton or more	Per 100 lbs. for sales of 100 lbs. or more, but less than ½ ton	Per 50-lb. bag
Broken, egg, stove, and nut.....	\$13.40	\$0.80	\$0.45
Pea.....	11.80	.70	.40
Buckwheat.....	9.25	.60	.35
Rice.....	8.35	.55	---
Barley.....	7.35	---	---
Screenings "A".....	5.00	---	---
Screenings "B".....	4.00	---	---

REQUIRED DISCOUNTS

You shall deduct from the prices set forth in table (2) of this schedule, on sales and deliveries of broken, egg, stove, nut and pea sizes, in quantities of one ton or more, a discount of \$1.00 per net ton where payment is made cash on delivery, and a discount of 50¢ per net ton where payment is made within fifteen days after delivery. On sales and deliveries of buckwheat, rice and barley sizes, in quantities of one ton or more, you shall deduct a discount of 50¢ per net ton for payment within fifteen days after delivery.

(p) *Commingleing*. If you sell one size of anthracite, commingled with another size of anthracite, your maximum price for the combination shall be the maximum price established in this order for the smallest of the sizes so commingled, whether the sale be a "direct-delivery" sale or "yard sale", except in the following situation. Where a purchaser requests that two or more sizes of anthracite be commingled in one delivery, then, and in that event, if those sizes are separately weighed at the point of loading, or when bagged, the dealer may commingle those sizes in the truck or other vehicle, or in the bags, in which

the delivery is made. The price for anthracite so commingled shall be calculated on the basis of the applicable per net ton price, or, in the case of bagged coal, on the basis of the applicable bagged price, for each size in the combination, and the invoice shall separately state the price, so determined, for the quantity of each size in the combination.

(q) *Ex Parte 148—freight rate increases*. Since the Ex Parte 148 freight rate increase has been rescinded by the Interstate Commerce Commission, dealers' freight rates are the same as those of December 1941. Therefore, you may not increase any schedule price on account of freight rates.

(r) *Addition of increase in suppliers' maximum prices prohibited*. You may not increase the specific maximum prices established by this order to reflect, in whole or in part, any subsequent increase to you in your supplier's maximum price for the same fuel. The specific maximum prices already reflect increases to you in your supplier's maximum prices occurring up to the effective date of this order. If increases in your supplier's maximum prices should occur after such date, as the result of any amendment to or revision of a maximum price regulation issued by the Office of Price Administration governing sales and deliveries made by such suppliers, the Regional Administrator will, if he then deems it to be warranted, take appropriate action to amend this order to reflect such increases.

(s) *Taxes*. If you are a dealer subject to this order you may collect, in addition to the specific maximum prices established herein, provided you state it separately, the amount of the Federal tax upon the transportation of property imposed by section 620 of the Revenue Act of 1942 actually paid or incurred by you, or an amount equal to the amount

of such tax paid by any of your prior suppliers and separately stated and collected from you by the supplier from whom you purchased. On sales to the United States or any agency thereof, or to the State of New York or any political subdivision thereof, you need not state this tax separately.

(t) *Adjustable pricing*. You may not make a price adjustable to a maximum price which will be in effect at some time after delivery of the anthracite has been completed; but the price may be adjustable to the maximum price in effect at the time of delivery.

(u) *Petitions for amendment*. Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with the Regional Administrator and acted upon by him.

(v) *Right of amendment or revocation*. The Regional Administrator or the Price Administrator may amend, revoke or rescind this order, or any provision thereof, at any time.

(w) *Applicability of other regulations*. If you are a dealer subject to this order, you are governed by the licensing provisions of Licensing Order 1. Licensing Order 1 provides, in brief, that a license is required of all persons making sales for which maximum prices are established. A license is automatically granted. It is not necessary to apply for the license. The license may be suspended for violations in connection with the sale of any commodity for which maximum prices are established. If your license is suspended, you may not sell any such commodity during the period of suspension.

(x) *Records*. If you are a dealer subject to this order, you shall preserve, keep and make available for examination by the Office of Price Administration, a record of every sale of anthracite hereunder, showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record shall also state separately each service rendered and the charge made for it.

(y) *Posting of maximum prices—sales slips and receipts*. (1) If you are a dealer subject to this order, you shall post all your maximum prices (as set forth in the applicable table and schedule of this order) in your place of business in a manner plainly visible to and understandable by the purchasing public.

(2) If you are a dealer subject to this order, you shall, except for a sale of less than one-half ton, give each purchaser an invoice, sales slip, or receipt, showing your name and address, the kind, size, and quantity of the anthracite sold to him, the date of the sale or delivery and the price charged, separately stating the amount, if any, of the required discounts which must be deducted from, and the authorized service charges and the taxes, which may be added to the specific maximum prices prescribed herein.

In the case of all other sales, you shall give each purchaser a sales slip or receipt

containing the information described in the foregoing paragraph, if requested by such purchaser.

(2) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Syracuse District Office of the Office of Price Administration or with the Price Panel of the appropriate War Price and Rationing Board.

(aa) *Definitions and explanations.* When used in this Order No. G-52, the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government; or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling anthracite of the sizes set forth in the schedules herein, and does not include a producer or distributor making sales at or from a mine, a preparation plant operated as an adjunct of any mine, or a briquette plant.

(4) "Pennsylvania anthracite" means all coal produced in the Lehigh, Schuylkill and Wyoming regions in the Commonwealth of Pennsylvania.

(5) The sizes of "Pennsylvania anthracite" described as broken, egg, stove, nut, pea, buckwheat, rice, barley and screenings shall refer to the same sizes of the same fuel as were sold and delivered in the State of New York—Coal Area V with such designations during December 1941. Under no circumstances, however, shall the anthracite contain an ash content in excess of the limits specified by Amendment No. 1 to Solid Fuels Administration for War Regulation No. 9.

"Screenings A" are screenings derived from the primary or initial screening of egg, stove, nut, pea, and buckwheat sizes of anthracite, before any of these sizes have been reclaimed from screenings.

"Screenings B" are the resultant screenings after buckwheat and larger sizes of anthracite have been reclaimed from "Screenings A".

(6) "Direct delivery" means delivery to the buyer's bin or storage space.

(7) "Carry" and "wheel" refer to the movement of coal to buyer's bin or storage space in baskets or other containers, or by wheelbarrow or barrel, from seller's truck or vehicle, or from the point nearest and most accessible to the buyer's bin or storage space at which the

coal is discharged from the seller's truck in the course of "direct delivery".

(8) "Yard sales" means sales accompanied by physical transfer to the buyer's truck or vehicle at the yard, dock, barge, car, or at a place of business of the seller other than at seller's truck or vehicle.

(9) Except as otherwise provided herein, or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(bb) *Effect of Order on Revised Maximum Price Regulation No. 122, Revised Order No. G-2, and Orders No. G-5, G-6 and G-25 Under Revised Maximum Price Regulation No. 122.* This order shall supersede Revised Maximum Price Regulation No. 122, except as to any sales or deliveries of solid fuels not specifically subject to this order. Revised Order No. G-2 and Orders No. G-5, G-6, and G-25 under Revised Maximum Price Regulation No. 122 are hereby revoked in full as of the effective date of this order.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-52 shall become effective November 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7371; E.O. 9328, 8 F.R. 4681)

Issued this 14th day of November 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-18457; Filed, Dec. 6, 1944;
10:10 a. m.]

[Region II Order G-53 Under RMFR 122]

SOLID FUELS IN NEW YORK REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, it is ordered:

(a) *Who may take the increases provided by this order.* Dealers making sales of the higher priced anthracite specified in Appendix A, in communities subject to the area dollars-and-cents orders listed in Appendix B, have one of two options:

(1) They may automatically redetermine their maximum prices on a current basis subject to the conditions outlined in paragraph (b) hereunder, or

(2) They may apply under paragraph (c) for permission to increase their area ceiling prices for a one month period based on their receipts of designated higher cost anthracite during the previous calendar month.

(b) *Automatic pricing provision.*—(1) *Filing statement of election to price under paragraph (b).* No dealer subject to

this order may sell or deliver at the increased prices allowed by this paragraph (b) unless he first files with the District Office of the Office of Price Administration, within whose jurisdiction he sells anthracite, a statement that he elects to price under the automatic pricing provisions of this paragraph (b). The statement shall set forth (i) that the dealer will keep each kind of anthracite specified in Appendix A, which he may sell under the provisions of this paragraph, separate in storage and delivery from any other kind of solid fuel, and sell and invoice it under the name therein designated, and (ii) that he will not, as long as the election stands, apply for any increase under the provisions of paragraph (c) of this order, and (iii) that he will file monthly reports as required by subparagraph (4) under this paragraph (b). A dealer who has filed an election to price under this paragraph (b) will be regarded as continuing to elect to price under paragraph (b) until he notifies the appropriate District Office of the Office of Price Administration that he has ceased to elect to price under paragraph (b). Dealers who elect to price under paragraph (b) of this order may not, at the same time, seek or obtain an increase under paragraph (c).

(2) *Determination of automatic increase.* Subject to the conditions and limitations set out below, dealers who sell anthracite specified in Appendix A within the territorial limits of the orders listed in Appendix B, and who have filed the required statement of election to price under paragraph (b), may add to the maximum per net ton price for designated sizes of anthracite established in those orders an amount not to exceed the amount specified in Appendix A as the "permitted per net ton increase above applicable area ceiling price", for the kind and size of such anthracite as he sells.

(3) *Conditions and limitations.* To be eligible for the increases authorized by this paragraph (b), the dealer must keep each kind of anthracite specified in Appendix A, which he may sell under the provisions of this paragraph, separate in storage and delivery from any other kind of solid fuel, and sell and invoice it under the name therein designated.

(4) *Reports.* Every dealer who has availed himself of the automatic pricing provisions of this paragraph (b) shall, between the first and tenth day of each month, commencing with January, 1945, file a monthly report to the District Office of the Office of Price Administration within whose jurisdiction he sells anthracite, showing the tonnage of specified anthracite (as contained in Appendix A) (i) on hand at the beginning of the previous calendar month, (ii) received by him during the previous calendar month, and (iii) sold by him during the previous calendar month. The dealer shall report such information in the following form; a separate report should be prepared for each kind of anthracite specified in Appendix A which the dealer sells under the provisions of this paragraph (b):

Report for month of, 194...

(Previous Calendar Month)

Under Paragraph (b) (4) of Order No. G-53 (Revised Maximum Price Regulation No. 122)

SPECIFIED ANTHRACITE (APPENDIX A) ON HAND, RECEIVED AND SOLD SEGREGATED FROM OTHER SOLD FUELS

Kind (set forth designation as in Appendix "A" e. g. "Jeddo" coal)	Broken, egg, stove, nut	Pea	Buckwheat	Rice	Barley
Inventory on hand at beginning of month.....net tons					
Add—receipts during month.....net tons					
Total					
Deduct—sales during month.....net tons					
Inventory on hand at end of month.....net tons					

(c) *Alternative pricing provision; application for a price.* Dealers making sales of the anthracite specified in Appendix A in communities subject to the area dollars-and-cents orders listed in Appendix B, who do not elect to price under paragraph (b) and who prefer to commingle such anthracite with other anthracite rather than keep it separate in storage and delivery, may apply to the District Office of the Office of Price Administration, within whose jurisdiction they sell anthracite, for adjustment of their maximum prices for all anthracite sales to compensate for the increased cost of such specified anthracite.

An application may be filed between the first and tenth day of each month based upon the proportions of anthracite having different mine costs received during the previous calendar month and should request an adjusted price for a one-month period. An application may be filed only if the dealer did not take automatic increases during the previous calendar month pursuant to paragraph (b) hereof. Such application shall be in writing and set forth the following:

(i) Total tonnage of all anthracite received by the dealer during the previous calendar month.

(ii) Tonnage of anthracite specified in Appendix A received during the previous calendar month, for each size of each kind.

(iii) Proposed increases above area ceiling price.

(iv) A statement declaring that the applicant did not segregate higher cost anthracite during the previous calendar month and avail himself of the automatic increases under paragraph (b) hereof.

(v) Any other pertinent information the District Director may request.

The District Director will either grant or deny the application, in whole or in part, in the light of the estimated average increase in supplier's maximum prices for anthracite based on dealer's total anthracite receipts during the previous calendar month, as compared with supplier's maximum prices established by § 1340.200 (a) (1) of Maximum Price Regulation No. 112. The order may incorporate appropriate provisions for recalculation of the permitted increase based upon changing mine costs.

(d) *Records.* Every dealer making sales of solid fuels subject to this order shall preserve, keep, and make available for examination by the Office of Price Administration complete and accurate records of the quantities of the specified anthracite purchased and sold hereunder, and a record of every sale of such fuel with respect to which an automatic increase was added under paragraph (b), showing the date of sale, the quantity sold, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in this order.

(e) *Invoices, sales slips, receipts.* If a dealer has charged more than the area dollars-and-cents ceiling price pursuant to paragraph (b) of this order (automatic increase provision), or pursuant to paragraph (c) of this order (special authorization by Office of Price Administration District Office order), the invoice, sales slip, or receipt required to be given in connection with sales of solid fuels shall: (1) designate the higher priced anthracite sold under paragraph (b), as described in Appendix A, (e. g. "Jeddo" coal, etc.) and (2) if the anthracite is sold under paragraph (b) or (c), carry the following statement: "Above price authorized by OPA Coal Order No. G-53."

(f) *Definitions and explanations.* When used in this Order No. G-53, the term:

(1) "Higher priced anthracite" shall mean anthracite that fully satisfies the description of the anthracite specified in Appendix A, as to the producer, source, preparation (breaker, etc.), and brand or trade name under which it is marketed, etc., where any or all of these elements are part of the description of the anthracite there specified.

APPENDIX A—SPECIFIED HIGHER PRICED ANTHRACITE AND PERMITTED INCREASES, BY SIZE AND KIND, UNDER PARAGRAPH (b) OF ORDER NO. G-53

[Permitted per net ton increase above applicable area ceiling price for anthracite, pursuant to paragraph (b) (for sales of fractions of a net ton, the increases shall be proportionate)]

Kind	Broken	Egg	Stove	Nut	Pea	Buckwheat	Rice	Barley
(1) "Jeddo Coal", "Highland Coal", "Hazel Brook Coal" (this includes only anthracite prepared at Jeddo #7 and Highland #5 Breakers of the Jeddo Highland Company, Jeddo, Pennsylvania, and marketed under the trade name "Jeddo Coal", "Highland Coal", or "Hazel Brook Coal")	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.10	.....
(2) "Franklin-Lykens" (this includes only anthracite produced by Franklin-Lykens Coal Company, Ashland, Pennsylvania, prepared at the Williamstown Breaker of that company, and marketed under the trade name "The Only Genuine Franklin Coal of Lykens Valley")	.75	1.00	1.25	.20	.....	.....	.10	.....
(3) "Greenwood" (this includes only anthracite produced by Lehigh Navigation Coal Company, and sold under the trade name "Old Company's Lehigh-Greenwood Premium Anthracite")	.....	.25	.25	.25	.25	.....	.....	.....
(4) "Salem Hill" (this includes only anthracite produced by the Haddock Mining Company at the Salem Hill Colliery, Schuylkill County, near Pottsville, Pennsylvania, and marketed under the trade name "Salem Hill")	.....	.85	.85	.45	.40	.15	.20	.....
(5) "Silver Brook" (this includes only anthracite produced by the Haddock Mining Company of Wilkes-Barre, Pennsylvania, at the Beringer Colliery, Fern Glen, Luzerne County, Pennsylvania, and the Tomhicken Colliery, Sugar Loaf Township, Luzerne County, Pennsylvania, which is shipped to the Beaver Meadow Breakers, Beaver Meadows, Carbon County, Pennsylvania, for preparation, and which is marketed under the trade name "Silver Brook")	.45	.45	.45	.45	.45	.45	.35	.....
(6) "Dial Rock" (Rail) (this includes only anthracite produced and prepared by the Dial Rock Coal Company, Scranton, Pennsylvania, for rail shipments only, and marketed under the trade name "Dial Rock Coal")	.25	.25	.25	.25	.25	.25	.25	.....

(2) The sizes of anthracite described in Appendix A as broken, egg, stove, nut, pea, buckwheat, rice, barley, and buckwheat No. 4 shall refer to the same sizes of the same fuel as were sold and delivered with such designations during December, 1941.

(3) Except as otherwise provided herein, or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to terms used herein.

(g) *Right of amendment or revocation.* The Regional Administrator or the Price Administrator may amend, revoke, or rescind this Order No. G-53, or any provision thereof, at any time.

(h) *Effect of this order on Second Revised Order No. G-26, and on Revised Order No. G-34.* Second Revised Order No. G-26, as issued on July 5, 1944, and as thereafter amended, and Revised Order No. G-34, as issued on July 5, 1944, and as thereafter amended, are hereby revoked in full as of the effective date of this order, except as to individual orders issued thereunder which, if they do not expire earlier, may continue in force until December 10, 1944.

This Order No. G-53 shall become effective December 1, 1944.

NOTE: The record-keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of November 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

APPENDIX A—SPECIFIED HIGHER PRICED ANTHRACITE AND PERMITTED INCREASES, BY SIZE AND KIND, UNDER PARAGRAPH (b) OF ORDER NO. G-53—Continued

Kind	Broken	Egg	Stove	Nut	Pea	Buck- wheat	Blas	Barley
(7) "Dial Rock" (Truck) (this includes only anthracite produced and prepared by the Dial Rock Coal Company, Scranton, Pennsylvania, for truck shipments only, and marketed under the trade name "Dial Rock Coal")	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	-----
(8) "Orange Disc" (this includes only anthracite produced and prepared by the Payne Coal Company, Wilkes-Barre, Pennsylvania, at its Exeter Colliery, and marketed under the trade name "Orange Disc Anthracite")	.10	.10	.10	.10	.10	.10	.10	-----
(9) "Penn Collieries" (this includes only anthracite produced and prepared by Penn Collieries Company, Scranton, Pennsylvania, which is taken from mines operated by that company in Lackawanna County, Pennsylvania, and prepared by it at the Von Storch Colliery.) (This should not be confused with William Penn Colliery Company anthracite in item No. 20)	.05	.05	.05	.05	.05	.05	.10	-----
(10) "Dragondale" (Truck) (this includes only anthracite prepared by Dragondale Coal Corporation at its Dragondale Breaker, Mt. Carmel, Pennsylvania, for truck shipments only)	.20	.20	.20	.20	.20	.20	.20	\$0.05
(11) "East Bear Ridge" (this includes only anthracite produced by East Bear Ridge Colliery Company, prepared at its Packer #5 Colliery, and sold as "East Bear Ridge Anthracite")	.40	.40	.40	.40	.40	.05	.05	.15
(12) "Replier" or "New Castle" (this includes only anthracite produced and prepared by Replier Coal Company, Buck Run, Pennsylvania, at its New Castle Colliery)	.20	.20	.20	.20	.20	.20	.20	.40
(13) "T. E. Steel Coal Company" (this includes only anthracite produced by T. E. Steel Coal Company, and prepared at its Central Breaker located at Junedale, Pennsylvania)	.25	.25	.25	.25	.25	.25	.10	-----
(14) "Alden Coal Company" (this includes only anthracite produced and prepared by the Alden Coal Company, at its Alden Operation, located in Newport Township, Luzerne County, Pennsylvania)	.25	.25	.25	.25	.25	.25	.10	-----
(15) "Buck Run" (this includes only anthracite produced and prepared by Buck Run Colliery Company, at its Buck Run Colliery, Buck Run, Pennsylvania)	.65	.65	.65	.65	.65	.20	.10	-----
(16) "Delano" (this includes only anthracite produced by Delano Anthracite Collieries Company and prepared at its Delano and Park Breakers)	.20	.20	.20	.20	.20	.20	.10	-----
(17) "Locust Coal Company" (this includes only anthracite produced and prepared by Locust Coal Company and prepared at their Weston Breaker, Shenandoah, Pennsylvania, except anthracite prepared for Mahanoy Coal Mining Company)	.20	.20	.20	.20	.20	.20	.10	-----
(18) "Kehoe-Berge" (this includes only anthracite produced by Kehoe-Berge Coal Company, and prepared at their Breaker located at Durysa, Pennsylvania)	.20	.20	.20	.20	.20	.20	.10	-----
(19) "Morca-New Boston" (this includes only anthracite produced by Morca-New Boston Breaker Corporation, and prepared at its Morca Colliery)	.15	.15	.15	.15	.15	.15	.15	-----
(20) "William Penn Colliery Company" (this includes only anthracite produced by William Penn Colliery Company, and prepared at its William Penn Colliery located near Shaft, Pennsylvania. This should not be confused with Penn Collieries Company anthracite appearing in item No. 9)	.20	.20	.20	.20	.20	.20	.20	-----
(21) "Jermyn-Green" (this includes only anthracite produced by Jermyn-Green Coal Company, Inc., from #14, #6, and Butler Collieries, and prepared at its #14 Breaker)	.35	.35	.35	.35	.35	.35	.25	-----

APPENDIX B—AREA DOLLARS-AND-CENTS ORDERS SUBJECT TO INCREASES PURSUANT TO ORDER G-53

The following orders and any subsequent revisions thereof:

Second Revised Order No. G-1 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-3 under §§ 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-7 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-8 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-9 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-11 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-12 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-13 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-14 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-15 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-16 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-17 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-18 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Revised Order No. G-19 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-20 under § 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-22 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-24 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-27 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-29 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-32 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-35 under § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122.

Order No. G-36 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-37 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-38 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-39 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-40 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-41 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-42 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-44 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-45 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-46 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-47 under Revised Maximum Price Regulation No. 122 (Issued by the National Office), insofar as that order applies to sales and deliveries within the District of Columbia and the State of Maryland.

Order No. G-49 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-50 under Revised Maximum Price Regulation No. 122. (Issued by the National Office)

Order No. G-51 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

Order No. G-53 under §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122.

[F. E. Doc. 44-18467; Filed, Dec. 6, 1944; 10:14 a. m.]

[Region IV Order G-1 Under Gen. Order 50, Amdt. 5]

MALT AND CEREAL BEVERAGES IN ATLANTA, GA., DISTRICT

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Atlanta District Office of Region IV of the Office of Price Administration by General Order No. 50, issued by the Administrator of the Office of Price Administration, and Region IV Revised Delegation Order No. 17, issued May 5, 1944, and pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended and Executive Orders 9250 and 9323, the following amendment is hereby issued:

(A) Appendix A, Part I, of Order No. G-1 under General Order No. 50 is amended as follows:

(1) Under Group 1B, in alphabetical order, the following brand or trade name of beer and the maximum price per bottle is added:

Brand or trade name of beer	Maximum price per bottle	
	12-ounce	32-ounce
Gold Medal Tivoli.....	Cents 25	Cents 60

(2) Under Group 2B, in alphabetical order, the following brand or trade name of beer and the maximum price per bottle is added:

Brand or trade name of beer	Maximum price per bottle	
	12-ounce	32-ounce
Gold Medal Tivoli.....	Cents 20	Cents 50

(3) Under Group 3B, in alphabetical order, the following brand or trade name of beer and the maximum price per bottle is added:

Brand or trade name of beer	Maximum price per bottle	
	12-ounce	32-ounce
Gold Medal Tivoli.....	Cents 18	Cents 45

(B) This Amendment No. 5 to Order No. G-1, as amended, under General Order No. 50 shall become effective on and after November 16, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; General Order No. 50, 8 F.R. 4808)

Issued November 16, 1944.

D. ELIE McCORD,
District Director.

[F. R. Doc. 44-18523; Filed, Dec. 6, 1944; 2:13 p. m.]

[Region V Order G-1 Under Gen. Order 50, Amdt. 4]

MALT BEVERAGES IN DESIGNATED SOUTHERN STATES

For the reasons set forth in the opinion issued simultaneously herewith and under authority vested in the Regional Administrator by Revised General Order No. 50, the Region V Order G-1 under General Order 50, Maximum Prices for Malt Beverages in Designated Southern States, is amended as follows:

(1) Table I in section 20, Appendix A, is amended by adding the following brand name to the list of brands: "Kato Pilsener Beer".

(2) Table III in section 20, Appendix A, is amended by adding the following brand name and group prices thereof:

Brand	Group 1B		Group 2B		Group 3B	
	12 oz.	7 oz.	12 oz.	7 oz.	12 oz.	7 oz.
Carling's Red Cap Ale.....	Cts. 20	Cts. -----	Cts. 25	Cts. -----	Cts. 20	Cts. -----

(3) Section 21, Appendix B, is amended as follows:

(a) The following brand name is added to the table "Brands of Beer Listed in Table I": "Kato Pilsener Beer".

This amendment shall become effective October 2, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681; General Order 50, 8 F.R. 4808)

Issued at Dallas, Texas, this the 30th day of September 1944.

W. A. ORTH,
Acting Regional Administrator.

[F. R. Doc. 44-18524; Filed, Dec. 6, 1944; 2:13 p. m.]

[Region VII Order G-26 Under RMFR 122, Amdt. 21]

SOLID FUELS IN DENVER REGION

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and §§ 1340.259 (a) and 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the accompanying opinion, this Amendment No. 21 is issued.

1. The only part of Order No. G-26, as amended to date, that is affected by this Amendment No. 21 is Appendix XXXII.

2. Appendix XXXII to Order No. G-26 under Revised Maximum Price Regulation No. 122 is hereby redesignated "Amended Appendix No. XXXII" and made to read as follows:

(q) Appendices establishing specific maximum prices for certain trade areas in Region VII.

AMENDED APPENDIX XXXII—SOUTH CENTRAL UTAH TRADE AREAS

(1) To what sales this amended Appendix XXXII applies. This Amended Appendix XXXII applies only to sales made by dealers in the South Central Utah Trade Areas, described as follows:

(i) *Salina trade area*, which means all that area within the boundaries of the municipality of Salina and a distance of six miles beyond at all points.

(ii) *Richfield trade area*, which means all that area lying south of a line drawn north and south through a point six miles north of the Town of Sigurd and within a distance of six miles on either side of United States

Highway No. 89 to a line drawn east and west through a point six miles south of the Town of Sevier Junction.

(iii) *Marysville trade area*, which means all that area within the boundaries of the municipality of Marysville and a distance of ten miles beyond at all points.

(iv) *Junction trade area*, which means the Towns of Kingston, Circleville, and Junction and a distance of eight miles beyond the corporate limits of the Town of Junction at all points.

(v) *Panguitch trade area*, which means all that area contained within Garfield County.

(2) *Relation to other orders.* This amended Appendix XXXII supersedes Appendix XXXII to Order No. G-26.

(3) *Specific maximum prices.* If you are a dealer and sell in any one or more of the South Central Utah trade areas, delivered by truck direct from the mine or from your yard, any one or more of the kinds and sizes of coal named in this amended Appendix XXXII, your maximum prices therefor are those set forth in the following

TABLE OF MAXIMUM PRICES

	Size and letter designation				
	8" and 10" lump	3" lump, 10" x 3" and 8" x 3" stove	1 1/2" lump	3" x 1 1/2" nut	1" x 3" and 1 1/2" x 3" screens
	A	B	C	D	E
Bituminous coal produced in District 20, Subdistrict 1, Castle Gate:					
Salina trade area:					
Price per ton.....	\$7.50	\$7.35	\$7.15	\$6.40	\$5.60
Richfield trade area:					
Price per ton.....	7.00	7.75	7.55	6.80	6.80
Marysville trade area:					
Price per ton.....	6.00	8.85	8.05	7.00	7.40
Junction trade area:					
Price per ton.....	6.55	9.40	9.20	8.45	7.95
Panguitch trade area:					
Price per ton.....	10.35	10.20	10.00	9.25	8.75

(4) *Letter designation.* For record-keeping purposes, the letter designation hereinabove set forth may be used to show the kind of solid fuel sold.

(5) *Special service charges.* If, in connection with the sale and delivery of coal made by you in any one or more of the South Central Utah trade areas, you, at the request of the purchaser, perform any one or more of the special services set forth below, the maximum prices which you may charge for such services are as follows:

	Per ton
"Wheel-in"	\$0.50
"Pull-back" or "Trimming" .....	.25
"Carrying up or down stairs"	1.00
Oil or chemical treatment (black only) .....	.35

Less than 1-ton deliveries shall be the proportionate amount of the ton price plus 50¢.

3. This Amendment No. 21 shall become effective on the 30th day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681)

Issued this 25th day of November 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-18464; Filed, Dec. 6, 1944; 10:13 a. m.]

[Region VII Order G-55 Under 18 (c)]

LARSON LADDER CO.

ADJUSTMENT OF MAXIMUM PRICES

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.18 (c) of the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Order No. G-55 is issued.

(a) *Geographical applicability.* This Order No. G-55 shall apply to and be of force and effect only in the following portion of Region VII:

All that part of the State of Idaho lying south of the southern boundary of Idaho County, the County of Malheur in the State of Oregon, the State of Utah, all that part of Coconino and Mohave Counties in the State of Arizona lying north of the Colorado River, and all that portion of the States of Wyoming and Colorado lying west of the Continental Divide.

(b) *Adjusted maximum prices.* On and after the effective date hereof, the maximum prices for ladders manufactured by Larson Ladder Company of San Jose, California, herein identified by the manufacturer's lot number and description, when sold delivered at wholesale and at retail in that portion of Region VII described in paragraph (a) above, shall be as follows:

Manufacturer's Lot No.	Description	Wholesale delivered price	Retail price
1882	Extension ladders:		
	20'	\$11.10	\$15.99
	24'	13.32	19.08
	28'	15.54	22.25
	32'	17.76	25.44
	36'	19.98	28.62
	40'	22.20	31.80
	44'	24.42	34.98
	48'	26.64	38.16
	20'	12.95	18.23
	24'	15.54	21.87
	28'	18.13	25.52
1990	32'	20.72	29.16
	36'	23.31	32.81
	40'	25.90	36.45
	44'	28.49	40.10
	48'	31.08	43.74
	20'	15.36	21.69
	24'	18.45	25.63
	28'	21.50	29.55
2020	32'	24.53	34.71
	36'	27.63	39.03
	40'	30.72	43.35
	44'	33.79	47.72
	48'	36.86	52.05
	Orchard ladders:		
	6'	3.74	5.13
	8'	4.72	6.84
2660	10'	5.60	8.35
	12'	7.03	10.25
	14'	8.26	11.97
	16'	9.44	13.68
	Scaffolds:		
1442	12'	5.50	6.12
	16'	7.00	8.16
	20'	8.00	10.19

(c) *Customary discounts and differentials must be maintained.* Wholesalers and retailers selling ladders covered by this order must maintain the discounts, quantity discounts, and price differentials heretofore customarily given, extended, or allowed by them on their sales of ladders.

(d) *Applicability of other regulations.* Except as to the price adjustments made by this Order No. G-55, all sellers covered hereby shall as to the

commodity in question remain subject to the terms and provisions of the General Maximum Price Regulation and must continue to comply therewith.

(e) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or order. A seller's license may be suspended for violation of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(f) *Right to revoke or amend.* This order may be revoked, modified, or amended at any time by the Price Administrator or the Regional Administrator.

(g) *Effective date.* This Order No. G-55 shall become effective on the 27th day of November 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7371, and E.O. 9328, 8 F.R. 4681)

Issued this 27th day of November 1944.

RICHARD Y. BATTERTON,
Regional Administrator.

[F. R. Doc. 44-18469; Filed, Dec. 6, 1944;
10:17 a.m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register December 5, 1944.

REGION I

Boston Order 1-C, covering poultry in certain cities and towns in Massachusetts, filed 3:59 p. m.

REGION II

Baltimore Order 4-F, Amendment 14, covering fresh fruits and vegetables in Baltimore, Md., filed 3:34 p. m.

Baltimore Order 6-F, Amendment 14, covering fresh fruits and vegetables in Hagerstown, Md., filed 3:34 p. m.

Binghamton Order 14, covering certain dry groceries in certain counties in the State of New York, filed 3:57 p. m.

Binghamton Order 13, covering certain dry groceries in certain counties in the State of New York, filed 3:53 p. m.

District of Columbia Order 2-F, Amendment 10, covering fresh fruits and vegetables in Virginia, District of Columbia, and Maryland, filed 3:43 p. m.

New York Order 3-F, Amendment 23, covering fresh fruits and vegetables in certain cities in New York, filed 3:43 p. m.

New York Order 6-F, Amendment 18, covering fresh fruits and vegetables in Westchester and Nassau Counties, N. Y., filed 3:43 p. m.

New York Order 7-F, Amendment 5, covering fresh fruits and vegetables in certain counties in New York, filed 3:55 p. m.

New York Order 8-F, Amendment 5, covering fresh fruits and vegetables in Putnam, Suffolk, and Rockland Counties, N. Y., filed 3:55 p. m.

Philadelphia Order 6-F, Amendment 4, covering fresh fruits and vegetables in Philadelphia, filed 3:41 p. m.

Philadelphia Order 7-F, Amendment 4, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 3:41 p. m.

Philadelphia Order 8-F, Amendment 4, covering fresh fruits and vegetables in certain

cities and towns in the State of Pennsylvania, filed 3:41 p. m.

Trenton Order 7-F, Amendment 12, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 3:43 p. m.

Williamsport Order 2-F, Amendment 13, covering fresh fruits and vegetables in certain areas in the State of Pennsylvania, filed 3:59 p. m.

REGION III

Charleston Order 3-F, Amendment 59, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:46 p. m.

Charleston Order 7-F, Amendment 36, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:46 p. m.

Charleston Order 8-F, Amendment 35, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:46 p. m.

Charleston Order 9-F, Amendment 36, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:46 p. m.

Charleston Order 11-F, Amendment 29, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:46 p. m.

Charleston Order 12-F, Amendment 24, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 3:45 p. m.

Charleston Order 13-F, Amendment 21, covering fresh fruits and vegetables in the State of West Virginia, filed 3:45 p. m.

Columbus Order 2-F, Amendment 53, covering fresh fruits and vegetables in Columbus, Ohio, filed 3:34 p. m.

Louisville Order 18 under 1-B, covering certain dry groceries in certain counties in Kentucky and Indiana, filed 3:44 p. m.

Louisville Order 1-F under 3-B, Amendment 21, covering fresh fruits and vegetables in certain counties in Kentucky and Indiana, filed 3:41 p. m.

Louisville Order 2-F under 3-B, Amendment 21, covering fresh fruits and vegetables in McCracken County, Ky., filed 3:40 p. m.

Louisville Order 3-F under 3-B, Amendment 21, covering fresh fruits and vegetables in certain counties in Kentucky, filed 3:40 p. m.

Louisville Order 4-F under 3-B, Amendment 9, covering fresh fruits and vegetables in certain counties in Kentucky, filed 3:45 p. m.

Louisville Order 5-F under 3-B, Amendment 9, covering fresh fruits and vegetables in certain counties in Kentucky, filed 3:45 p. m.

Louisville Order 6-F under 3-B, Amendment 9, covering fresh fruits and vegetables in certain counties in Kentucky, filed 3:45 p. m.

Louisville Order 7-F under 3-B, Amendment 9, covering fresh fruits and vegetables in certain counties in Kentucky, filed 3:44 p. m.

REGION IV

Jackson Order 4-F, Amendment 7, covering fresh fruits and vegetables in certain counties in Mississippi, filed 3:37 p. m.

Jackson Order 6-F, Amendment 1, covering fresh fruits and vegetables in the Jackson, Miss., area, filed 3:37 p. m.

Montgomery Order 23-F, Amendment 2, covering fresh fruits and vegetables in certain counties in Alabama, filed 3:34 p. m.

Nashville Order 11-F, Amendment 1, covering fresh fruits and vegetables in certain counties in Tennessee, filed 3:39 p. m.

Nashville Order 11-F, Amendment 2, covering fresh fruits and vegetables in Nashville, Tenn., filed 3:39 p. m.

Nashville Order 12-F, Amendment 2, covering fresh fruits and vegetables in certain counties in the State of Virginia, filed 3:39 p. m.

Nashville Order 12-F, Amendment 3, covering fresh fruits and vegetables in certain counties in Virginia, filed 3:39 p. m.

Nashville Order 14, Amendment 4, covering certain food items in Nashville, Tenn., filed 3:39 p. m.

REGION V

Arkansas Order 2-F, Amendment 35, covering fresh fruits and vegetables in Little Rock, Ark., filed 3:35 p. m.

Arkansas Order 4-F, Amendment 35, covering fresh fruits and vegetables in Little Rock, Ark., filed 3:35 p. m.

Arkansas Order 5-F, Amendment 33, covering fresh fruits and vegetables in Little Rock, Ark., filed 3:35 p. m.

Arkansas Order 6-F, Amendment 33, covering fresh fruits and vegetables in Little Rock, Ark., filed 3:35 p. m.

Fort Worth Order 1-F, Amendment 45, covering fresh fruits and vegetables in Fort Worth, Tex., filed 3:37 p. m.

Fort Worth Order 2-F, Amendment 45, covering fresh fruits and vegetables in Fort Worth, Tex., filed 3:36 p. m.

Fort Worth Order 3-F, Amendment 45, covering fresh fruits and vegetables in Fort Worth, Tex., filed 3:36 p. m.

Fort Worth Order 4-F, Amendment 45, covering fresh fruits and vegetables in Fort Worth, Tex., filed 3:36 p. m.

Fort Worth Order 5-F, Amendment 45, covering fresh fruits and vegetables in Fort Worth, Tex., filed 3:36 p. m.

Houston Order 1-F, Amendment 33, covering fresh fruits and vegetables in Houston, Tex., filed 3:59 p. m.

Houston Order 2-F, Amendment 15, covering fresh fruits and vegetables in Houston, Tex., filed 3:59 p. m.

Houston Order 3-F, Amendment 21, covering fresh fruits and vegetables in Houston, Tex., filed 3:59 p. m.

Oklahoma Order 3-F, Amendment 43, covering fresh fruits and vegetables in Oklahoma City, Okla., filed 3:35 p. m.

Wichita Order 4-F, Amendment 21, covering fresh fruits and vegetables in Wichita, Kans., filed 3:34 p. m.

REGION VI

La Crosse Order 1-F, Amendment 45, covering fresh fruits and vegetables in certain cities in Wisconsin and Minnesota, filed 4:00 p. m.

Milwaukee Order 2-W, covering dry groceries in Milwaukee County, cities of Racine and Kenosha, filed 4:01 p. m.

Milwaukee Order 5, covering dry groceries in Milwaukee County, cities of Racine and Kenosha, filed 3:58 p. m.

Peoria Order 10, Amendment 3, covering community ceiling prices in Peoria, Ill., filed 4:00 p. m.

Peoria Order 11, Amendment 5, covering certain food items in Peoria, Ill., filed 4:00 p. m.

Peoria Order 16, Amendment 2, covering certain food items in Peoria, Ill., filed 4:01 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-18535; Filed, Dec. 6, 1944;
4:25 p. m.]

[Region II Order G-1101 Under Rev. RO 11]

FUEL OIL IN DESIGNATED NEW YORK COUNTIES

Pursuant to the authority vested in the Regional Administrator of the New York Regional Office, Region II by

§ 1394.5737 of Revised Ration Order 11 and by General Order No. 56: *It is hereby ordered:*

That every registered dealer having any registered dealer establishment with a registered fuel oil storage capacity (as defined in § 1394.5703 of Revised Ration Order 11) of not less than 250 gallons and not more than 999 gallons registered with any Local Board within the Counties of New York, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester, Rockland, Orange, Putnam and Dutchess Counties, all in the State of New York and under the jurisdiction of the New York Regional Office, Region II, shall prepare a statement giving the required information, on OPA Form R-1198, as of 12:01 a. m., October 1, 1944 or December 16, 1944, at his option, for each such establishment and shall file that statement with the New York Regional Office, Region II, located at 350 Fifth Avenue, New York, 1, New York, on or before December 31, 1944. In the event that the dealer has, for any such establishment, evidences in excess of the amount he may properly have as of the date for which the report is filed under Revised Ration Order 11, he shall surrender to the New York Regional Office at the time of filing this statement, evidences for each such establishment equal in gallonage value to such excess, together with a statement explaining the manner in which the excess occurred.

This order shall become effective on the 14th day of December 1944.

NOTE: The reporting and record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

Issued this 7th day of December 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-18565; Filed, Dec. 7, 1944;
11:34 a. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register December 6, 1944.

REGION I

Augusta Order 1-F, Amendment 23, covering fresh fruits and vegetables in Portland, South Portland and Westbrook, Maine, filed 9:48 a. m.

Montpelier Order 1-F, covering fresh fruits and vegetables in the entire State of Vermont, filed 9:33 a. m.

Montpelier Order 1-W, Amendment 2, covering food items in the State of Vermont, filed 9:33 a. m.

REGION II

New York Order 7-F, Amendment 3, covering fresh fruits and vegetables in certain counties in the State of New York, filed 9:47 a. m.

New York Order 8-F, Amendment 3, covering fresh fruits and vegetables in certain counties in the State of New York, filed 9:47 a. m.

New York Order 1-F, Amendment 37, covering fresh fruits and vegetables in the five boroughs in the city of New York, filed 9:48 a. m.

New York Order 3-F, Amendment 24, covering fresh fruits and vegetables in certain cities in New York, filed 9:48 a. m.

New York Order 6-F, Amendment 10, covering fresh fruits and vegetables in Westchester and Nassau Counties, N. Y., filed 9:48 a. m.

New York Order 7-F, Amendment 4, covering fresh fruits and vegetables in certain counties in New York, filed 9:47 a. m.

New York Order 8-F, Amendment, 4 covering fresh fruits and vegetables in certain counties in New York, filed 9:46 a. m.

Syracuse Order 3-F, Amendment 12, covering fresh fruits and vegetables in certain cities in New York, filed 9:46 a. m.

REGION III

Cleveland Order F-1, Amendment 16, covering fresh fruits and vegetables in Cuyahoga County, Ohio, filed 9:34 a. m.

Cleveland Order F-3, Amendment 16, covering fresh fruits and vegetables in Trumbull and Mahoning Counties, Ohio, filed 9:34 a. m.

Cleveland Order F-4, Amendment 15, covering fresh fruits and vegetables in Stark and Summit Counties, Ohio, filed 9:34 a. m.

Cleveland Order F-5, Amendment 8, covering fresh fruits and vegetables in certain counties in the Cleveland District, filed 9:33 a. m.

Columbus Order 3-F, Amendment 54, covering fresh fruits and vegetables in Columbus and Franklin Counties, Ohio, filed 9:51 a. m.

Columbus Order 4-F, Amendment 21, covering fresh fruits and vegetables in certain counties in the Columbus District, filed 9:50 a. m.

Columbus Order 5-F, Amendment 22, covering fresh fruits and vegetables in certain counties in the Columbus District, filed 9:50 a. m.

Lexington Order 1-F, Amendment 58, covering fresh fruits and vegetables in Fayette County, Ky., filed 9:37 a. m.

Lexington Order 2-F, Amendment 53, covering fresh fruits and vegetables in Campbell and Kenton Counties, Ky., filed 9:37 a. m.

Louisville Order 1-F, Amendment 22, covering fresh fruits and vegetables in certain counties in Kentucky and Indiana, filed 9:35 a. m.

Louisville Order 2-F under 3-B, Amendment 22, covering fresh fruits and vegetables in McCracken County, Ky., filed 9:35 a. m.

Louisville Order 3-F under 3-B, Amendment 22, covering fresh fruits and vegetables in certain counties in Kentucky, filed 9:35 a. m.

Louisville Order 21, Amendment 3, covering poultry in Jefferson County, Ky., and Clark and Floyd Counties, Ind., filed 9:35 a. m.

Louisville Order 22, Amendment 3, covering poultry in certain counties in the State of Kentucky, filed 9:36 a. m.

REGION IV

Atlanta Order 1-F, Amendment 25, covering fresh fruits and vegetables in Bibb County, Ga., filed 9:50 a. m.

Atlanta Order 5-F, Amendment 22, covering fresh fruits and vegetables in certain counties in Georgia and Alabama, filed 9:52 a. m.

Atlanta Order 6-F, Amendment 20, covering fresh fruits and vegetables in the Atlanta-Decatur area, filed 9:52 a. m.

Montgomery Order 21-F, Amendment 7, covering fresh fruits and vegetables in Montgomery County, Ala., filed 9:45 a. m.

Montgomery Order 22-F, Amendment 8, covering fresh fruits and vegetables in Houston County, Ala., filed 9:53 a. m.

Savannah Order 8-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:33 a. m.

Savannah Order 9-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Georgia, filed 9:33 a. m.

REGION V

Arkansas Order 2-F, Amendment 36, covering fresh fruits and vegetables in Pulaski County, Ark., filed 9:45 a. m.

Fort Worth Order 1-F, Amendment 46, covering fresh fruits and vegetables in Fort Worth, Tex., filed 9:44 a. m.

Fort Worth Order 2-F, Amendment 46, covering fresh fruits and vegetables in Fort Worth, Tex., filed 9:43 a. m.

Fort Worth Order 3-F, Amendment 46, covering fresh fruits and vegetables in Fort Worth, Tex., filed 9:43 a. m.

Fort Worth Order 4-F, Amendment 46, covering fresh fruits and vegetables in Fort Worth, Tex., filed 9:41 a. m.

Fort Worth Order 5-F, Amendment 46, covering fresh fruits and vegetables in Fort Worth, Tex., filed 9:41 a. m.

Shreveport Order 4-W, covering community food pricing in Shreveport, La., filed 9:51 a. m.

St. Louis Order 3-F, Amendment 20, covering fresh fruits and vegetables in St. Louis, Mo., filed 9:45 a. m.

Tulsa Order 6-W, covering community food pricing in Tulsa, Okla., filed 9:44 a. m.

Tulsa Order 13, covering dry groceries in Tulsa, Oklahoma, filed 9:44 a. m.

Wichita Order 1-C, covering poultry in Wichita, Kans., filed 9:45 a. m.

Wichita Order 4-F, Amendment 22, covering fresh fruits and vegetables in Wichita, Kans., filed 9:50 a. m.

REGION VI

Des Moines Order 1-F, Amendment 45, covering fresh fruits and vegetables in Des Moines, Iowa, filed 9:53 a. m.

Moline Order 4-W, Amendment 2, covering community food pricing in certain counties in the State of Iowa, filed 9:41 a. m.

Moline Order 39, Amendment 3, covering community pricing of Dry Groceries in certain counties in the State of Iowa, filed 9:41 a. m.

Omaha Order 5-W, covering community food pricing in Omaha, Nebraska and Council Bluffs, Iowa, filed 9:37 a. m.

Peoria Order 1-F, Amendment 20, covering fresh fruits and vegetables in Peoria, Ill., filed 9:53 a. m.

Quad-Cities Order 2-F, Amendment 23, covering fresh fruits and vegetables in certain cities in Illinois and Iowa, filed 9:40 a. m.

Sioux City Order 3-W, covering dry groceries in Sioux City, Iowa and South Sioux City, Nebr., filed 9:46 a. m.

Sioux City Order 16, covering dry groceries in Sioux City, Iowa and South Sioux City, Nebr., filed 9:46 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-18561; Filed, Dec. 7, 1944;
11:33 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-242]

CITIES SERVICE CO.

SUPPLEMENTAL ORDER GRANTING EXTENSION OF TIME AND INCREASE OF INVESTMENTS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 5th day of December A. D. 1944.

The Commission having heretofore, on February 15, 1941, issued an order

No. 245—5

pursuant to the Public Utility Holding Company Act of 1935 permitting a declaration to become effective and granting an application with respect to the increase by Cities Service Company, by an amount not to exceed \$12,000,000 and within the year next ensuing from the date of said order, in addition to and independently of any investments made pursuant to the provisions of Rule U-3D-15, of the aggregate amount of its investments in securities of and advances to the following companies: Empire Gas and Fuel Company, Cities Service Oil Company (Delaware), Cities Service Oil Company (Pennsylvania), Cities Service Oil Company, Limited, Indian Territory Illuminating Oil Company, Empire Pipeline Company, Arkansas Fuel Oil Company, Richfield Oil Corporation, Natural Gas Pipeline Company of America, Cities Service Gas Company, Penn-York Natural Gas Corporation, Sixty Wall Tower, Inc., Sixty Wall Street, and Chesebrough Building Company; and

Cities Service Company having filed supplemental applications requesting that the time within which Cities Service Company may increase the aggregate amount of its investments in securities of and advances to the companies named in said order (except Indian Territory Illuminating Oil Company, which has been dissolved) and in addition thereto in the following named companies: Texoma Natural Gas Company, Cities Service Defense Corporation, Cities Service Refining Corporation, Rubber Synthetics, Inc., Tampico Texas Petroleum Corporation, Sinclair Panama Oil Corporation, and Cities Service Transportation and Chemical Corporation, be extended; and

The Commission, by its order issued February 13, 1942, having granted a temporary extension until the final determination of said supplemental application, and a public hearing having been held after appropriate notice; and

Cities Service Company having filed further amendment requesting that such investments in the amount of \$12,000,000 and any investments which may now be made pursuant to Rule U-3D-15 may be made in the form of a guaranty by Cities Service Company of obligations of such subsidiary companies and that Cities Service Company be permitted to increase its investments after December 15, 1944 by \$12,000,000 in addition to any such guaranty and

It appearing that pursuant to the provisions of Rule U-3D-15, Cities Service Company as of December 5, 1944 is permitted to make investments in the above-named subsidiaries aggregating approximately \$1,500,000; and

The Commission deeming it appropriate in the public interest and in the interest of investors and consumers that said supplemental declaration, as amended, be allowed to become effective and finding, with respect to said application under section 10 of said act, that no adverse findings are necessary under section 10 (b) and section 10 (c) of said act and finding, with respect to section 7 of said act, that no adverse findings are required pursuant to section 7 (d);

It is ordered, That Cities Service Company may in addition to and independently of any investments made pursuant to the provisions of Rule U-3D-15 increase the aggregate amount of its investments in securities of and advances to the following companies: Empire Gas and Fuel Company, Cities Service Oil Company (Delaware), Cities Service Oil Company (Pennsylvania), Cities Service Oil Company, Limited, Empire Pipeline Company, Arkansas Fuel Oil Company, Richfield Oil Corporation, Natural Gas Pipeline Company of America, Cities Service Gas Company, Penn-York Natural Gas Corporation, Sixty Wall Tower, Inc., Sixty Wall Street, Chesebrough Building Company, Texoma Natural Gas Company, Cities Service Defense Corporation, Cities Service Refining Corporation, Rubber Synthetics, Inc., Tampico Texas Petroleum Corporation, Sinclair Panama Oil Corporation, and Cities Service Transportation and Chemical Corporation, by an amount not to exceed in the aggregate \$12,000,000, and that such investments, including investments which may be made pursuant to Rule U-3D-15 may be made in the form of a guaranty by Cities Service Company of the principal and interest of obligations of the above-named subsidiaries to the extent that the principal of the obligations so guaranteed does not exceed the amount of such permitted investments.

It is further ordered, That the Commission reserves jurisdiction with respect to the requested increase of investments after December 15, 1944.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-18526; Filed, Dec. 6, 1944;
2:17 p. m.]

[File No. 70-1691]

MISSISSIPPI POWER CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 4th day of December A. D. 1944.

Notice is hereby given that a declaration has been filed with this Commission pursuant to section 12 (c) of the Public Utility Holding Company Act of 1935, and Rule U-42 promulgated thereunder, by Mississippi Power Company ("Mississippi"), a subsidiary of The Commonwealth & Southern Corporation, a registered holding company. All interested persons are referred to said document which is on file in the office of this Commission for a full statement of the transactions therein proposed which may be summarized as follows:

Mississippi proposes to redeem, by the use of cash in its treasury, all of the 18,246 outstanding shares of its \$7 Preferred Stock (\$100 par value), at the redemption price of \$110 per share plus accrued dividends to the date of redemption, in accordance with the company's

charter and by-law provisions. It is proposed to charge the excess of the redemption price over \$100 par value per share to earned surplus.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held with respect to the transactions proposed in the above declaration and that the declaration shall not become effective except pursuant to further order of the Commission;

It is ordered, That a hearing under the applicable provisions of the act and the rules of the Commission thereunder be held on the 15th day of December 1944 at 11 a. m., e. w. t., at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pa. On said day the hearing room clerk in room 318 will advise as to the room in which such hearing will be held. At such hearing cause shall be shown why such declaration should be permitted to become effective. All persons desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided by the rules of practice, Rule XVII, on or before December 14th, 1944.

It is further ordered, That Robert P. Reeder or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act, and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by this proceeding, particular attention will be directed at the hearing to consideration of the following matters and questions:

1. Whether the proposed redemption by Mississippi of all of its outstanding \$7 Preferred Stock is in conformity with the applicable provisions of the act and the rules thereunder, and whether the proposed transactions are detrimental to the public interest or to the interest of investors, or will tend to circumvent any provisions of the act or the rules, regulations or orders promulgated thereunder.

2. What terms and conditions, if any, are necessary or appropriate in the public interest or in the interest of investors or consumers to ensure compliance with the requirements of the act or any rules, regulations or orders promulgated thereunder.

It is further ordered, That the Secretary of the Commission shall serve notice of the aforesaid hearing by mailing a copy of this order by registered mail to Mississippi Power Company and The Commonwealth & Southern Corporation that notice shall be given to all other persons by general release of this Commission which shall be distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935 and that further notice shall be given to all

persons by publication of this order in the FEDERAL REGISTER.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18530; Filed, Dec. 6, 1944;
2:17 p. m.]

[File Nos. 30-29, 70-282]

SOUTHWESTERN PUBLIC SERVICE CO., ET AL.

ORDER TERMINATING REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of December A. D. 1944.

Southwestern Public Service Co., file No. 30-29; Community Power and Light Co. et al., file No. 70-282.

Southwestern Public Service Company, a registered holding company, having filed an application for the entry of an order by this Commission declaring, pursuant to section 5 (d) of the Public Utility Holding Company Act of 1935, that Southwestern Public Service Company has ceased to be a holding company within the purview of said act and that its registration as such should no longer be effective;

A public hearing having been held after appropriate notice upon said application and the Commission having considered the record and having made and filed its findings and opinion herein; and

The Commission finding that Southwestern Public Service Company has ceased to be a holding company and that the registration of said company as a holding company should cease to be in effect, subject to the imposition of certain terms and conditions necessary for the protection of investors in connection with the termination of such registration, which terms and conditions have been stipulated and consented to by the applicant;

It is ordered and declared, That Southwestern Public Service Company has ceased to be a holding company and that the registration of Southwestern Public Service Company as a holding company shall from the date of the entry of this order cease to be effective;

Provided, however, And said registration shall cease to be effective only upon the express condition that the Commission's outstanding orders with respect to the following matters shall continue in full force and effect until complied with, or until, and unless this Commission shall, by subsequent order, or orders, amend, modify or revoke any such orders:

(1) The condition contained in the Commission's order dated July 8, 1942 that Southwestern Public Service Company shall dispose of its interest in certain properties located in east-central Texas;

(2) The conditions contained in the Commission's findings, opinions and orders dated December 28, 1943, and

March 8, 1944, reserving jurisdiction as to whether Southwestern Public Service Company may retain, under section 11 (b) (1) of the act, certain water and ice properties located in Oklahoma and Kansas;

(3) The condition contained in the Commission's order dated September 14, 1942, restricting the payment of common stock dividends unless provision has been made for a sinking fund for retirement of Southwestern Public Service Company's Preferred Stock;

(4) The condition contained in the Commission's order dated July 8, 1942 that Southwestern Public Service Company amortize the excess of cost of properties acquired in 1942 over the net value of such properties carried on the books of the sellers.

It is further ordered, That jurisdiction with respect to the following matters be, and hereby are, released and that such restrictions and conditions be, and hereby are, terminated:

(1) The restriction on the payment of dividends on Southwestern Public Service Company's common stock contained in the Commission's order of December 2, 1943;

(2) The condition contained in the Commission's order of July 8, 1942 that no charge shall be made by Southwestern Public Service Company to its capital surplus account without approval of the Commission.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18525; Filed, Dec. 6, 1944;
2:17 p. m.]

[File No. 70-990]

INDIANA & MICHIGAN ELECTRIC CO., ET AL.

ORDER GRANTING APPLICATIONS AND PERMITTING DECLARATIONS TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 5th day of December A. D. 1944.

In the matter of Indiana & Michigan Electric Company, Indiana General Service Company, and American Gas and Electric Company; File No. 70-990.

American Gas and Electric Company, a registered holding company, and its electric utility subsidiaries, Indiana & Michigan Electric Company and Indiana General Service Company, having filed joint applications and declarations and amendments thereto, pursuant to sections 6 (b), 7 (e), 9, 10, and 12 of the Public Utility Holding Company Act of 1935 and Rules U-42 and U-43 thereunder with respect to: (1) the surrender for cancellation by American Gas and Electric Company to Indiana General Service Company of 24,347 shares of the 6% preferred stock of the latter company in exchange for an equal number of shares, having a par value of \$100 each, of the common stock of such company together with the purchase by American Gas and

Electric Company of 653 shares of such common stock from Indiana General Service Company for cash in the amount of \$65,300; (2) the redemption from the public, at the call price of \$110-per share plus accrued dividends to the date of redemption, of 15,364 shares of the 6% preferred stock of Indiana General Service Company; (3) the restatement of the charter of Indiana General Service Company so as to conform to the requirements of the Indiana General Corporation Act of 1929 and so as, *inter alia*, to eliminate the authorized preferred stock and to authorize 25,000 additional shares of common stock; and (4) the statutory merger of Indiana General Service Company into Indiana & Michigan Electric Company and, pursuant to the merger agreement, the surrender by American Gas and Electric Company of 55,000 shares of the common stock of Indiana General Service Company in exchange for 55,000 shares of the no par value common stock of Indiana & Michigan Electric Company and the transfer of the assets of Indiana General Service Company to Indiana & Michigan Electric Company.

A public hearing having been held on the applications and declarations as amended; the Commission having considered the record and having made and filed its findings and opinion herein:

It is ordered, That said applications and declarations, as amended, be, and the same hereby are, granted and permitted to become effective forthwith, subject to the terms and conditions contained in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18529; Filed, Dec. 6, 1944;
2:17 p. m.]

[File No. 70-989]

GENERAL GAS & ELECTRIC CORP.

MEMORANDUM OPINION AND ORDER

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 5th day of December 1944.

Declaration by registered holding company pursuant to section 12 (c) and Rule U-46 permitted to become effective with respect to the payment of dividends to prior preferred shareholders out of capital surplus where no prejudice to security holders or public is found.

General Gas & Electric Corporation (hereinafter called Gengas), a registered holding company, which is a subsidiary of Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation (hereinafter called Trustees), a registered holding company, has filed a declaration pursuant to section 12 (c) of the Public Utility Holding Company Act of 1935 (the act), in which it proposes to declare out of capital or unearned surplus a dividend for the quarterly period ending December 15, 1944, of \$1.25 per share, on its \$5 Prior Preferred Stock, no par value.

The entire issue outstanding is 60,000 shares, of which 27,899.1 shares are held by the Trustees, who have, by a letter dated November 27, 1944, waived their right to collect such quarterly dividend, until further order of the Commission. The number of shares in the hands of the public is 32,110.9 (of which 8.9 shares are held in scrip, and such scrip will not receive a dividend), so that \$40,127.50 will be required to make the dividend payment.

After appropriate notice a public hearing was held. No one appeared at the hearing to oppose the proposed dividend payment. Having considered the record therein, the Commission makes the following findings:

As at September 30, 1944, the assets of Gengas, per books, available for security holders totalled \$28,651,756. The only securities of, or claims against, Gengas which, according to its books, are senior to the \$5 Prior Preferred Stock, consist of certain obligations payable to the Trustees. These obligations, including interest thereon, aggregate \$3,313,324.

The books of Gengas, as at September 30, 1944, reflect an earned surplus deficit of \$3,576,028; the capital surplus is shown as \$12,846,412.

Net income of Gengas for the twelve months ended September 30, 1944, amounted to \$752,094. As at September 30, 1944, Gengas had cash on hand in the amount of \$818,501 and United States Treasury Certificates costing \$3,500,000.

A cash forecast for the twelve months ending September 30, 1945, submitted by the company in connection with the filing, indicates that Gengas will be able to meet all its cash requirements, continue to maintain an adequate cash balance, and pursue its present dividend policy. The forecast contemplates that at the end of the period the cash balance will be \$1,472,339, plus United States Treasury Certificates costing \$3,500,000.

This is the twelfth time that Gengas has filed a declaration to declare a dividend on its publicly held Prior Preferred Stock out of capital surplus. We have on each occasion considered that the assets of Gengas were substantial in relation to the size of the proposed dividend, and that the Prior Preferred Stock is, by its terms, entitled to be paid dividend arrearages in full before dividends can be paid on the other preferred stocks. These same factors are equally cogent with regard to the present declaration.

We make no adverse findings under the applicable sections of the act and rules promulgated thereunder.

It is therefore ordered, That, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935, the said declaration, as amended, be, and hereby is, permitted to become effective forthwith, subject, however, to the terms and conditions prescribed in Rule U-24 of the general rules and regulations.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18528; Filed, Dec. 6, 1944;
2:17 p. m.]

[File No. 72-973]

WASHINGTON GAS AND ELECTRIC CO. AND OREGON GAS AND ELECTRIC CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 5th day of December A. D. 1944.

Nathan T. Smyth and Leo Loeb, Trustees in Reorganization under Chapter X of the Bankruptcy Act of Washington Gas and Electric Company, Debtor, a registered holding company, and Oregon Gas and Electric Company, a wholly owned subsidiary thereof, having filed a declaration pursuant to the Public Utility Holding Company Act of 1935 with respect to: (1) the proposed sale by Oregon Gas and Electric Company of its electric utility plant and certain related assets to West Oregon Electric Cooperative, Inc., a non-affiliated cooperative corporation, and (2) certain transactions for the purpose of effecting the liquidation and dissolution of Oregon Gas and Electric Company; and

The proposed sale of the utility plant and related assets of Oregon Gas and Electric Company having been authorized by the Public Utilities Commissioner of Oregon; and

A public hearing having been held after appropriate notice, and the Commission having considered the record and having made and filed its findings and opinion herein:

It is ordered, That the said declaration be and hereby is permitted to become effective, subject to the terms and conditions prescribed in Rule U-24.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-18527; Filed, Dec. 6, 1944;
2:18 p. m.]

UNITED STATES COAST GUARD.

APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R.S. 4405, 4417a, 4426, 4479, 4483, 4491, as amended, 49 Stat. 1544, 54 Stat. 163-167, 1023 (46 U.S.C. 375, 391a, 404, 479, 481, 483, 367, 526-526f, 463a), and Executive Order 9033, dated February 28, 1942 (3 CFR, Cum. Supp.), the following approval of equipment is prescribed:

FIRE EXTINGUISHERS

Alfite Speedex-15, 15-pound carbon dioxide unit fire extinguisher with Navy type squeeze grip valve (Dwg. No. 23X-1576, dated 11 February, 1943, Rev. D, dated 13 November, 1944, Part No. 23X-619), submitted by American LaFrance Foamite Corp., Elmira, New York.

Alfite Model PSH Series 15T, 15-pound carbon dioxide unit fire extinguisher with Navy type squeeze grip valve (Assembly Dwg. No. 23X-1576, dated 11 February, 1943, Rev. D, 13 November, 1944, and 23X-634, dated 27 May, 1943), submitted by American LaFrance Foamite Corp., Elmira, New York.

Alfite Speedex-4, 4-pound carbon dioxide unit fire extinguisher with Navy type squeeze grip valve (Assembly Dwg. No. 23X-1576, dated 11 February, 1943, Rev. B, 13 November, 1944, Part No. 23X-643), submitted by Amer-

ican LaFrance Foamite Corp., Elmira, New York. (For use on all motorboats except those of over 15 gross tons, carrying passengers or freight for hire).

LIFEBOATS

28' x 9' x 4' metallic motor-propelled lifeboat, Design K104-M (600 cu. ft. gross capacity by .6 rule, 700 cu. ft. gross capacity by Stirling rule, 46-person peacetime ca-

capacity, 40-person wartime capacity) (General Arrangement Dwg. No. M-13, Alt. 2, dated 26 July, 1944, Rev. F, dated 10 October, 1944), submitted by Kargard Boat and Engine Company, Chicago, Ill.

22' x 7.5' x 3.167' metallic oar-propelled lifeboat (313 cu. ft. capacity by the .6 rule, 347 cu. ft. capacity by Stirling rule, 31-person peacetime capacity, 21-person wartime capacity) (General Arrangement Dwg. No.

G-240-R, dated 26 June, 1944), submitted by C. O. Galbraith & Son, Inc., New York, N. Y.

Dated: December 6, 1944.

R. R. WAESCHE,
Vice Admiral, USCG, Commandant.

[F. R. Doc. 44-18521; Filed, Dec. 6, 1944;
1:05 p. m.]